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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 UNITED STATES OF AMERICA,

4 v.

19 Cr. 374 (JMF)

5 MICHAEL AVENATTI,

6 Defendant.

Trial

New York, N.Y.
January 26, 2022
9:00 a.m.

9 Before:

10 HON. JESSE M. FURMAN,

11 District Judge
12 -and a Jury-

13 APPEARANCES

14 DAMIAN WILLIAMS

United States Attorney for the
Southern District of New York

15 BY: MATTHEW D. PODOLSKY

ROBERT B. SOBELMAN

16 ANDREW A. ROHRBACH

Assistant United States Attorneys

17 MICHAEL AVENATTI, Defendant *Pro Se*

18 DAVID E. PATTON

Federal Defenders of New York, Inc.
Attorney for Defendant

20 BY: ROBERT M. BAUM

ANDREW J. DALACK

21 TAMARA L. GIWA

Standby Assistant Federal Defenders

22 Also Present: Special Agent DeLeassa Penland

23 U.S. Attorney's Office

Christopher de Grandpre, Paralegal Specialist

24 Juliet Vicari, Paralegal

M1Q8AVE1

(Trial resumed; jury not present).

THE COURT: You may be seated.

Good morning. Welcome back, ladies and gentlemen.

I don't see Ms. Regnier on the screen. Can she hear us, do we know?

THE WITNESS: Yes, I can hear you. I should be on the screen now.

THE COURT: Good morning. Thank you for being up bright and early. If you can just mute your end so that we can discuss what we need to discuss.

Can the government notify Ms. Regnier when we are ready to put her on unmute.

Let me confirm, Ms. Regnier, that you're muted. I assume you're not hearing me. Very good.

Good morning. There was a motion filed by the government last night with respect to certain lines of cross as to Ms. Clifford. I think we can probably deal with that later. It didn't seem from the government's e-mail last night that you anticipate that she will be testifying today, let alone getting to cross, is that correct?

MR. SOBELMAN: That's correct, your Honor.

THE COURT: Let's take that up at the end of the day. Anything else that the government needs to raise?

MR. ROHRBACH: Two things briefly from the government. First, we expect Special Agent Jeremy Rosenman to

M1Q8AVE1

1 testify today. Through him we were planning to offer four
2 exhibits on which one of his summary charts relies. We had
3 conferred with defense counsel earlier in the trial and they
4 are not planning to object. But in the event they do object,
5 we would plan to offer them subject to connection and wanted to
6 flag them for the Court in advance.

7 THE COURT: Can you spell that out a little bit, what
8 they are and what the connection is?

9 MR. ROHRBACH: They are four check request forms from
10 St. Martin's Press, and they are Government Exhibits 101, 104,
11 105 and 106.

12 We expect the witness from St. Martin's Press later at
13 the trial to provide the testimony that will authenticate them
14 as records of St. Martin's that are what they appear to be.

15 THE COURT: Mr. Avenatti, you can object in real-time
16 but anything you wish to say to that?

17 MR. AVENATTI: Yes, your Honor. I would object at
18 least at a minimum to the documents being shown to the jury
19 before they are admitted into evidence. I don't think they
20 qualify under the business records exception. There has been
21 no foundation established in that they are business records.
22 If ultimately the government has a witness who comes in and
23 lays the proper foundation and the Court admits the documents,
24 then I think at such time they can be shown to the jury. If
25 this is a question of merely the government's witness today

M1Q8AVE1

1 summarizing information that includes the records, I don't
2 object to that, subject, of course, to the underlying records
3 ultimately coming in. If the underlying records do not come
4 in, I will seek an instruction or other relief relating to the
5 then inaccuracy of the summary.

6 MR. ROHRBACH: These records are instructions. They
7 are directions to make payments from St. Martin's Press to
8 Janklow & Nesbit, so I don't think there is a hearsay issue
9 here. I think what the witness from St. Martin's Press has to
10 testify to later is just the authenticity of these records.

11 THE COURT: When I see them I will make my ruling, but
12 it certainly sounds like it will be OK, subject to connection,
13 with the understanding that if there is no connection made,
14 then I will instruct the jury to disregard it and strike them
15 from the record.

16 What else?

17 MR. ROHRBACH: One other matter, your Honor. The
18 defense produced to us last night about 350 pages of bank
19 records marked as various exhibits. They could have been
20 produced earlier as defense exhibits, but we received them last
21 night. They appear to be overlapping with some of the bank
22 records that are already in evidence, but there are other
23 records that don't appear to the government to be relevant
24 right now, but we received them last night and are still
25 reviewing them. So we aren't asking for relief right now, but

M1Q8AVE1

1 just wanted to flag for the Court that as the defendant shows
2 how they are relevant during his examination, we may object at
3 that time, and the lateness of the production is the reason we
4 haven't raised it with the Court in advance.

5 THE COURT: Understood. And we will take that up if
6 and when we need to.

7 I will say, Mr. Avenatti, to the extent that you can
8 avoid, if something is already in evidence, let's just use that
9 rather than admitting a duplicate and causing any confusion
10 about multiple sets of things. But to the extent that
11 something is not in evidence and it's offered, we will take
12 that up, and if there is an application I will consider it at
13 that time.

14 MR. AVENATTI: If I could just be heard briefly on
15 that.

16 THE COURT: You don't need to be. Since there is no
17 application, you don't need to say anything further.

18 Anything else from the government?

19 MR. ROHRBACH: Nothing from the government.

20 THE COURT: Mr. Avenatti, anything from you?

21 MR. AVENATTI: Yes, your Honor.

22 I want to raise one issue because I anticipate it
23 coming up on redirect. On cross-examination there was
24 testimony relating to a \$454 million jury verdict that had been
25 obtained by me and my firm in the year prior to 2018. That

M1Q8AVE1

1 jury verdict was ultimately reversed by the Ninth Circuit in
2 2020, well after the alleged completion of the alleged crime in
3 this case. So, therefore, I am hopeful the government is not
4 going to elicit testimony from Ms. Regnier relating to what
5 happened in 2020 because it's completely irrelevant and it can
6 have no bearing on my state of mind or the financial condition
7 of the firm at the time of the alleged crime.

8 So provided the government is not going to elicit
9 testimony from Ms. Regnier about what happened in 2020, we
10 don't have anything to discuss; otherwise, I think we do have
11 something to discuss.

12 THE COURT: I have got it.

13 My inclination is that the reversal is irrelevant and
14 it shouldn't be brought up, but I certainly think the
15 government is entitled to elicit from her that when you get a
16 verdict, it doesn't necessarily mean that money will come in,
17 that there can be appeals and delays and cases can get
18 reversed, and in that sense, getting a verdict doesn't
19 guarantee any payment. I think that's the only relevant thing
20 that I see with respect to the time period at issue here.

21 Government, any disagreement with that? That is to
22 say, I don't see why the reversal in 2020 should come into the
23 record. I think the state of mind of Mr. Avenatti in 2018 and
24 2019 is what is relevant here.

25 MR. PODOLSKY: Your Honor, there are a couple of

M1Q8AVE1

1 reasons why we think it is actually fair for us to go into
2 this. One is we discussed this with then defense counsel in
3 advance of Ms. Regnier's testimony, and they agreed not to go
4 into this on cross. Obviously, the representation changed
5 mid-testimony and we didn't have this conversation again, but I
6 did not elicit this on direct because of their agreement not to
7 go into it on cross.

8 THE COURT: I don't see how you could have elicited it
9 on direct, or at least the reversal. That's frustrating and
10 annoying, but it's neither here nor there for purposes of the
11 rules of evidence.

12 MR. PODOLSKY: Understood. But the defendant has now
13 left a misimpression with the jury and has opened the door to
14 this. He has left the misimpression that his firm was number
15 one, they were doing great, they had all this money coming in.
16 And we agree and we intend to ask about whether they actually
17 ever received any money from this. But I think as an example
18 of how these plaintiffs' firms work and the outcomes that
19 sometimes can occur, it's completely fair here for Ms. Regnier
20 to testify about her knowledge and understanding about what
21 ultimately happened with that judgment.

22 THE COURT: I don't agree. The fact that he never got
23 that money, the fact that it was reversed, I don't think has
24 any relevance and in that sense is not relevant and it's more
25 prejudicial than probative. I certainly think it is fair game

M1Q8AVE1

1 for you to say that if you get a verdict, it doesn't
2 necessarily lead to payment, let alone payment in any swift
3 way.

4 I think the key to your argument here is that in 2018
5 and '19, Mr. Avenatti was in desperate straits and needed money
6 to make ends meet and make certain payments, and that's fine.
7 I think it was fair game for him to elicit that verdict because
8 it goes to his state of mind that he was expecting payment at
9 some point. And you can elicit from her that that payment
10 could have been delayed, that it didn't arrive in the relevant
11 time period here, that in some instances, again, payments don't
12 ever come or they are substantially delayed. I think all of
13 that is fair game. The fact that a year after his arrest in
14 this case the verdict was reversed I don't think has any
15 relevance.

16 MR. PODOLSKY: Understood, your Honor.

17 THE COURT: Next, Mr. Avenatti.

18 MR. AVENATTI: Thank you, your Honor.

19 In that same vein, the government has elicited
20 testimony and introduced evidence during the trial thus far,
21 your Honor, and your Honor has overruled various objections on
22 401 relating to the financial condition of the firm. I assert,
23 your Honor, there has to be a temporal cutoff along the lines
24 of what we were just discussing relating to that evidence.

25 The government alleges in this case that the alleged

M1Q8AVE1

1 crime was complete in September of 2018, that the fines
2 allegedly belonging to Ms. Daniels were expended as of the end
3 of 2018, the completion of the crime. So I fail to see the
4 relevance of any financial-condition evidence relating to the
5 firm in October, November, December of 2018, or January,
6 February or March of 2019. It's completely irrelevant to any
7 issue in the case, if the government is correct that the crime
8 was complete in September of 2018.

9 THE COURT: I have got it.

10 Just for my scheduling purposes, do you have more
11 issues than this or is this it?

12 MR. AVENATTI: I just have a very brief issue.

13 THE COURT: Great.

14 Government, can you remind me when the third payment
15 occurred and the fourth payment as well?

16 MR. SOBELMAN: Your Honor, the third payment was
17 middle of September, the fourth payment was middle of February.
18 But there were communications that the government intends to
19 offer, maybe today, between the defendant and the victim, among
20 other people, making statements about the status of those
21 payments, and they are, we contend, lies, and the scheme
22 continues until it is revealed in the middle of February. The
23 crime is not complete as of that point; the scheme, which is
24 the scheme offense, continues.

25 THE COURT: I agree. Whether the crime was completed

M1Q8AVE1

1 or not, that's not the question for purposes of the relevance.
2 I certainly think given the communications that we have already
3 seen involving Mr. Janklow that continued through February in
4 Ms. Clifford's efforts to figure out what is going on with her
5 money, and why she hasn't received it, and so on and so forth,
6 that if the scheme didn't continue, certainly those
7 communications make that evidence relevant. So I think through
8 February, perhaps through the rest, I agree is relevant.

9 What is the last issue, Mr. Avenatti?

10 MR. AVENATTI: Your Honor, one housekeeping matter and
11 then one last issue. The housekeeping matter is --

12 THE COURT: I am going to ask my clerk to just head
13 down to get the jury. All the jurors are here so she can begin
14 to get them up while we discuss this last issue. Ms. Smallman
15 is unfortunately out today so I am going to keep my fingers
16 crossed that things run as smoothly as they do when she is
17 around.

18 Last issue.

19 MR. AVENATTI: The last issue is, your Honor, I am
20 going to renew my request for a hearing outside the presence of
21 the jury before Mr. Macias testifies. Mr. Macias and I had an
22 extensive attorney-client relationship, as evidenced by the
23 affirmation or declaration that I have submitted to the Court.
24 I think that hearing needs to occur before Mr. Macias testifies
25 because I believe that the questions that the government

M1Q8AVE1

1 intends to ask will call for answers that invade the
2 attorney-client privilege and the work product doctrine in
3 California, of which I am the owner and have not waived, and I
4 am concerned about being able to object at the moment and not
5 being granted an adequate sidebar to explain the extent of the
6 attorney-client relationship I had with Mr. Macias and why such
7 information is privileged and protected under the
8 attorney-client privilege and the work product doctrine. And I
9 would like to avoid having Mr. Macias testify to matters that
10 he should not be testifying about as my former counsel, and
11 also, as my ex-wife or estranged wife's current counsel
12 pursuant to the spousal privilege.

13 So I am making that request, your Honor.

14 THE COURT: That request is denied. My ruling stands.
15 You're welcome to make objections to specific questions and we
16 will take it up as it comes.

17 MR. AVENATTI: I had one last question for the Court
18 your Honor.

19 THE COURT: OK.

20 MR. AVENATTI: As it relates to the letter brief that
21 was filed this morning relating to Mr. Janklow, I don't know if
22 your Honor saw that. I am assuming we will take that up at
23 lunch or later in the day.

24 THE COURT: I did not see it so we definitely are not
25 taking it up now.

M1Q8AVE1

1 Mr. Podolsky.

2 MR. PODOLSKY: That's exactly what I wanted to bring
3 to your attention, your Honor. Mr. Janklow apparently received
4 a trial subpoena from the defense overnight. His attorneys
5 e-mailed a motion to quash to chambers. They are not able to
6 file on ECF. So I just wanted to bring it to the Court's
7 attention. I can hand up a copy if you would like.

8 THE COURT: No. I am sure we will get it. If I don't
9 get it, I will ask for a copy and we will take that up later.
10 It is certainly not going to be relevant to anything today.

11 MR. AVENATTI: Your Honor, the case that I handed up
12 to the Court relates to that issue, as well as some other
13 issues, *United States v. Rossomando*.

14 THE COURT: I will take a look, and again, we will get
15 to that when we get to it.

16 Mr. Avenatti, I just wanted to admonish or remind you
17 to be careful with the form of your questions. There was only
18 I think one question yesterday that clearly crossed the line
19 when you said "I agree." You're not testifying through your
20 questions. I am not going to permit you to testify through
21 your questions. I am going to remind the jury that your
22 questions are not evidence, but I just want to admonish you to
23 be careful and don't run afoul of that. If you do, I will have
24 to instruct you in front of the jury, and I would rather not do
25 that. All right?

M1Q8AVE1

1 MR. AVENATTI: Agreed.

2 THE COURT: Hopefully, the jury will be up here in a
3 minute and then we will get going.

4 Can you tell Ms. Regnier to unmute herself, please, so
5 she is ready to go when the jury gets in here.

6 MR. PODOLSKY: Yes, your Honor.

7 THE COURT: Ms. Regnier, are you able to hear now?

8 THE WITNESS: Yes, I am.

9 THE COURT: Stand by. We will have the jury in in a
10 moment and then we will get started.

11 I don't know who is controlling the cameras, if that's
12 our staff. When Mr. Avenatti's cross is over, if you could
13 make sure the camera for his place at the counsel table is back
14 on so that the witness is able to see him during redirect, that
15 will be great.

16 For that matter, I don't actually see the podium
17 camera on at the moment.

18 We are working on that, Ms. Regnier. By the time we
19 start we will have it up and running.

20 Are we all set? Can we bring the jury in.

21 I am going to have them come in and just explain that
22 we are fixing a technical issue.

23 (Continued on next page)

M1Q8AVE1

Regnier - Cross

1 (Jury present)

2 THE COURT: You may be seated.

3 Good morning, ladies and gentlemen. Welcome back.

4 Let me thank you again for being on time. You guys
5 are absolutely the best, I appreciate it. And I'm sorry that
6 we are starting four minutes than I would like. We had some
7 technical issues with the audio two-way system, but we have I
8 think sorted those out.

9 We will continue with the cross-examination of Ms.
10 Regnier. Let me just remind you again that the questions that
11 are posed are not evidence. So while Mr. Avenatti is now
12 representing himself, when he asks questions, he is acting as a
13 lawyer, he is not testifying. It's only the witness's answers
14 and any exhibits that are admitted into evidence that are
15 evidence, and the questions that he poses are not evidence.

16 With that, we will continue.

17 Ms. Regnier, you remain under oath.

18 And Mr. Avenatti, you may proceed.

19 JUDY REGNIER, resumed.

20 CROSS-EXAMINATION (Cont'd)

21 BY MR. AVENATTI:

22 Q. Ms. Regnier, good morning.

23 A. Good morning.

24 Q. Can you hear me OK?

25 A. Yes, I can.

M1Q8AVE1

Regnier - Cross

1 Q. Excellent.

2 Since your testimony ended yesterday until this moment,
3 have you spoken with your lawyer? That's a yes-or-no question.

4 A. Yes.

5 Q. Did your lawyer during that time period speak with the
6 government?

7 A. I do not know.

8 Q. Now, yesterday you were asked about a payment that was made
9 to a law firm by the name of DeAnda Law Firm. Do you recall
10 that?

11 A. Yes.

12 Q. What was that payment for?

13 A. The DeAnda Law Firm was assisting in a case that the firm
14 was handling.

15 Q. What case was that?

16 A. It had to do with immigration.

17 Q. The law firm was assisting parents and children that had
18 been separated at the border, and that's what that payment that
19 the government asked you about was for, right?

20 MR. SOBELMAN: Objection.

21 THE COURT: Sustained.

22 Q. Now, let's take a look at GX 3, the fee agreement that Ms.
23 Daniels signed.

24 Can you see that?

25 A. Yes, I can.

M1Q8AVE1

Regnier - Cross

1 Q. You and I did not speak about this agreement, did we?

2 THE COURT: Can we get a time period on the question,
3 Mr. Avenatti?

4 Q. At no point in time did you and I, Ms. Regnier, speak about
5 this agreement other than me giving it to you to put in the
6 files of the firm, did we?

7 A. No, we did not discuss it.

8 Q. We didn't discuss any of its terms, correct?

9 A. We did not discuss the terms of the agreement, no.

10 Q. And we didn't discuss what any of the terms meant, did we?

11 A. It's frozen on your end.

12 THE COURT: We hear you. It's definitely a little
13 less crisp video today, but we do seem to be hearing you. I
14 don't know if our A/V person is here.

15 Ms. Regnier, go ahead.

16 MR. AVENATTI: Let me strike the question and reask
17 the question just so we have a clean record.

18 Q. Ms. Regnier, and we didn't discuss what any of the terms in
19 the contract meant, did we?

20 A. No, we did not.

21 Q. So beyond the words on the page, you're unable to interpret
22 this fee agreement, correct?

23 MR. SOBELMAN: Objection.

24 THE COURT: Sustained.

25 Q. Did you ever have any discussions with Ms. Daniels about

M1Q8AVE1

Regnier - Cross

1 this fee agreement?

2 A. No, I did not.

3 Q. And you didn't have any discussions with me about it; we
4 just established that, correct?

5 THE COURT: Sustained.

6 Q. Did you ever have any discussions with anyone about the fee
7 agreement before you testified yesterday?

8 A. No, I did not.

9 MR. AVENATTI: Juliet, if you don't mind, if we can
10 set Government Exhibit 3 to the left, for the benefit of the
11 jury, and blow up paragraphs 3 and 4.

12 Then, if we can pull up Government Exhibit 302E, as in
13 Edward, please, and I would like to go to page 4.

14 THE COURT: I am turning the jury off. This is not in
15 evidence, Mr. Avenatti.

16 MR. AVENATTI: I thought 302E is in evidence.

17 THE COURT: I'm sorry. 302E. Forgive me. Fair
18 enough.

19 MR. AVENATTI: Thank you.

20 BY MR. AVENATTI:

21 Q. Now, Ms. Regnier, to the right, this is Exhibit 302. This
22 is a bank account statement for the period ending March 30,
23 2018. Do you see that?

24 A. Yes.

25 Q. And this was the account that had been set up for the

M1Q8AVE1

Regnier - Cross

1 benefit of handling some of the moneys relating to Ms. Daniels,
2 right?

3 A. Yes.

4 Q. And this was the first statement from the bank after the
5 account had been established, right?

6 A. Yes, I believe so.

7 Q. OK. During this time period, the deposits into the account
8 were \$294,961.14. Do you see that?

9 A. Yes, I do.

10 Q. And then the amount that was deducted was \$278,153.12. Do
11 you see that?

12 A. Yes.

13 Q. Then on this bank statement -- strike that.

14 And you're familiar with these bank statements due to your
15 role at the firm, right?

16 A. Yes.

17 Q. OK. And then there is a section deposits/credits. Do you
18 see that?

19 A. Yes.

20 Q. Each line item is a deposit made into this account,
21 correct?

22 A. Yes.

23 Q. So here we have a number of deposits beginning on the 19th
24 of March through the 30th of March. Do you see that?

25 A. Yes.

M1Q8AVE1

Regnier - Cross

1 Q. And a number of these deposits are from CrowdJustice. Do
2 you see that?

3 A. Yes.

4 Q. And that was the defense fund that we had set up pursuant
5 to our written agreement with Ms. Daniels, right?

6 A. Yes.

7 Q. And then under the section charges/debits, those are
8 outflows from the account, correct?

9 A. Yes.

10 Q. And the first amount of money that was sent out from this
11 account was \$100,000 to Hunter Law. Do you see that?

12 A. Yes.

13 Q. Without looking at other records, you can't tell the jury
14 what that was for, can you?

15 A. No, I cannot.

16 Q. What records would you need to look at in order to answer
17 what that was for?

18 A. I don't recall who Hunter Law is, so I would need to see
19 what it was. I can't tell you what documents. I don't know
20 what it's for.

21 Q. Do you have a recollection that on the eve of the 60
22 Minutes broadcast, that we agreed to pay Hunter Law \$100,000
23 for a damaging videotape that they had of Ms. Daniels, that
24 actually their client, a guy by the name of Bubba the Love
25 Sponge, had?

M1Q8AVE1

Regnier - Cross

1 THE COURT: Sustained as to form.

2 Start over, Mr. Avenatti.

3 Members of the jury, I remind you that what Mr.

4 Avenatti asks in his questions is not evidence.

5 Q. Ms. Regnier, do you recall that on the eve of the 60
6 Minutes broadcast, we paid \$100,000 for the benefit of Ms.
7 Daniels?

8 A. I do not recall that, no.

9 Q. You don't dispute it, though, do you?

10 MR. SOBELMAN: Objection.

11 THE COURT: Sustained.

12 Q. As you sit there today, do you know what that \$100,000 that
13 is reflected on this bank statement was for?

14 MR. SOBELMAN: Objection.

15 THE COURT: Sustained.

16 Q. Let's go to the next payment, 20,000 to Stormy
17 Entertainment. Do you see that?

18 A. Yes.

19 Q. Do you know what that payment was for?

20 A. I know it was to Ms. Daniels's account. I do not know
21 exactly what it was for.

22 Q. Pro Tech Security, \$6800. That was a payment for Ms.
23 Daniels's security, wasn't it?

24 A. Yes.

25 Q. Shaffer Security, \$1353. That's another payment for Ms.

M1Q8AVE1

Regnier - Cross

1 Daniels's security, wasn't it?

2 A. I believe so, yes.

3 Q. Then there was \$150,000 transferred to the law firm. Do
4 you see that, at the bottom?

5 A. Yes, I see the transfer.

6 Q. Now, at the time of the transfer, how much did Ms. Daniels
7 owe the law firm in fees and costs pursuant to this fee
8 agreement on the left-hand side?

9 MR. SOBELMAN: Objection.

10 A. We had not billed Ms. Daniels.

11 THE COURT: Ms. Regnier, just a reminder, give a
12 moment so that the government can object and I can rule if
13 there is an objection.

14 I will overrule the objection. If you know the answer
15 to that, you may answer it.

16 Q. Ms. Regnier, please answer my question.

17 THE COURT: The question is, at the time of that
18 \$150,000 transfer, how much did Ms. Daniels owe the law firm in
19 fees and costs pursuant to the agreement, if you know the
20 answer.

21 A. I don't know the answer because we had not billed her.

22 MR. AVENATTI: Move to strike everything after
23 "answer" as nonresponsive.

24 THE COURT: Overruled.

25 Next question.

M1Q8AVE1

Regnier - Cross

1 Q. Ms. Regnier, how much in fees and costs had been incurred
2 by the law firm on the Daniels' matter as of March 30, do you
3 know?

4 MR. SOBELMAN: Objection. Asked and answered.

5 THE COURT: Sustained.

6 Q. Ms. Regnier, did you ever make any effort to figure out how
7 much was due in fees and costs to the law firm on March 30?

8 MR. SOBELMAN: Objection.

9 THE COURT: Sustained.

10 Q. Ms. Regnier, how would you go about figuring out what was
11 due the law firm as of March 30?

12 MR. SOBELMAN: Objection.

13 THE COURT: Overruled.

14 A. I would have had to run several reports and review bank
15 statements and get time from you and from the other attorneys
16 if it had not been entered.

17 MR. SOBELMAN: Your Honor, we have a brief technical
18 issue that we want to address on the large screens.

19 THE COURT: Do we need our A/V staff?

20 Can you articulate what the technical issue is?

21 MR. SOBELMAN: I believe we have adjusted it now.

22 THE COURT: Can you just make a record of what the
23 issue was?

24 MR. SOBELMAN: There was a little box appearing over
25 part of Ms. Regnier's face for part of that question, and I

M1Q8AVE1

Regnier - Cross

1 believe a member of your staff was able to exit out, and now
2 it's gone.

3 THE COURT: And was there anything in the box?

4 MR. SOBELMAN: It just said, do you want to leave, or
5 something like that.

6 THE COURT: Strange. We definitely don't want to
7 leave. Sorry for the interruption. Thank you for letting me
8 know. And if anything like that arises, let me know because I
9 can't see those screens from where I am sitting.

10 Go ahead, Mr. Avenatti.

11 BY MR. AVENATTI:

12 Q. Ms. Regnier, you said you would have to run reports. Would
13 those be reports in the two programs we were speaking about
14 yesterday, QuickBooks and tabs?

15 A. That would be part of it, yes.

16 Q. Together with looking at bank statements and talking to the
17 attorneys billing time on the matter, correct?

18 A. Yes.

19 Q. Let's go to page 8 of the same exhibit, 302E.

20 MR. AVENATTI: In evidence, your Honor.

21 Q. Ms. Regnier, do you have page 8?

22 A. I have a page up. I'm not sure if it's page 8.

23 Q. The page --

24 A. Yes.

25 Q. The page that you are looking at now, and for the benefit

M1Q8AVE1

Regnier - Cross

1 of the jury, in the upper right-hand corner, this is the next
2 month's statement on the same account, correct?

3 A. Yes.

4 Q. And the deposits on this month were a little more than
5 \$20,000 and the amount deducted was a little more or about
6 \$36,000, correct?

7 A. Yes.

8 Q. And we have a number of deposits here from CrowdJustice, do
9 you see that, just like the preceding month?

10 A. Yes.

11 Q. And then there is a number of charges and debits here. Do
12 you see that?

13 A. Yes.

14 Q. And there is a bunch of charges and debits to Pro Tech
15 Security. Do you see that?

16 A. Yes.

17 Q. And that was for Ms. Daniels's security entourage, correct?

18 A. Yes.

19 Q. Then there is a \$2,000 payment to the firm, a transfer to
20 the firm, on April 9, right?

21 A. Yes.

22 Q. And there is a \$6500 payment directly to Ms. Daniels at the
23 bottom of that page. Do you see that?

24 A. Yes.

25 Q. Now, at the time of the \$2,000 payment to the firm, do you

M1Q8AVE1

Regnier - Cross

1 know what Ms. Daniels owed the firm in costs and fees?

2 A. As I said before, we had not billed her.

3 MR. AVENATTI: Move to strike, your Honor.

4 THE COURT: The jury will disregard that answer.

5 Just yes or no, Ms. Regnier, do you know as of that
6 date what, if anything, Ms. Daniels owed the firm?

7 THE WITNESS: No, I do not.

8 Q. But as of that date, the firm had incurred costs and hourly
9 time for Ms. Daniels, had it not?

10 A. I believe so, yes.

11 Q. Well, you don't believe so, you know so, because the firm
12 was actively working for Ms. Daniels beginning in early March,
13 right?

14 MR. SOBELMAN: Objection.

15 THE COURT: Overruled.

16 A. Yes.

17 Q. Let's go to the next page because I want to make sure
18 nothing was cut off, please.

19 Now, let's go to page 12, same exhibit.

20 Ms. Regnier, on this page, in the upper right-hand corner,
21 there should be this statement date of May 31, 2018. Do you
22 see that?

23 A. Yes.

24 Q. This is the next month's statement on the same account,
25 right?

M1Q8AVE1

Regnier - Cross

1 A. Yes.

2 Q. By the way, when you were preparing to testify before
3 yesterday, when you met with the government on five to ten
4 occasions, did the government walk through these bank
5 statements with you like we are doing here today?

6 A. No.

7 Q. Going back to this bank statement, the deposits this month
8 were about \$190,000 and the amount deducted was about \$189,000.
9 Do you see that?

10 A. Yes.

11 Q. And the deposits include various deposits from
12 CrowdJustice, right?

13 A. That's part of them, yes.

14 Q. And then there is various charges and debits. Do you see
15 that?

16 A. Yes.

17 Q. And there's amounts to Pro Tech Security on various dates.
18 Do you see those?

19 A. Yes, there's four of them.

20 Q. And those all were for the benefit of Ms. Daniels's
21 security, right?

22 A. Yes.

23 Q. Which you said yesterday was a cost, right?

24 A. Yes.

25 Q. Then there's various transfers to the law firm in the month

M1Q8AVE1

Regnier - Cross

1 of May. Do you see that?

2 A. Yes.

3 Q. And do you know how much was owed to the firm by Ms.
4 Daniels for costs and fees as of the dates of those transfers,
5 do you know?

6 A. No.

7 Q. In order to find out, in order to tell the jury how much
8 was owed, you would have to look at those same records that we
9 were talking about earlier today as well as yesterday, correct?

10 A. Yes.

11 Q. Did the government ever ask you to do that?

12 MR. SOBELMAN: Objection.

13 THE COURT: Sustained.

14 Q. Let's go to page 16, please, same exhibit.

15 By the way, I want to make sure I understand something, if
16 I could, please.

17 Ms. Regnier, there were other payments made for the benefit
18 of Ms. Daniels on her cases for costs and the like beyond what
19 is shown on these bank statements, right?

20 A. I don't quite understand the question.

21 Q. Let me rephrase the question.

22 Not all of the money that the firm expended as costs for
23 Ms. Daniels came out of this account, did it?

24 A. No, it did not. You're correct.

25 Q. Going back to the page we are on, which is 16 of the

M1Q8AVE1

Regnier - Cross

1 exhibit. At the top, this statement is dated June 29, 2018.

2 Do you see that?

3 A. Yes.

4 Q. And the deposits were about \$74,000 and the amount deducted
5 was about \$70,000, right?

6 A. Yes.

7 Q. And the deposits were from CrowdJustice, correct?

8 A. Yes.

9 Q. And the deductions were to the security company and the
10 firm, right?

11 A. Yes.

12 Q. And as you sit here today, you can't tell the jury what was
13 owed to the firm as of the date of those transfers, correct?

14 A. Correct. Yes.

15 Q. Let's go to the next month, page 20 of Exhibit 302E in
16 evidence.

17 At the top, the bank statement is July 31, 2018. Do you
18 see that?

19 A. Yes.

20 Q. And the deposits were only about \$3,000 from the
21 CrowdJustice, right?

22 A. Yes.

23 Q. And there was about \$7,000 expended out of the account. Do
24 you see that?

25 A. Yes.

M1Q8AVE1

Regnier - Cross

1 Q. And the firm during this time was continuing to work for
2 Ms. Daniels on the various matters that we discussed yesterday,
3 wasn't it?

4 A. Yes.

5 Q. And I want to focus your attention on this \$5,000 payment
6 to Sabol Mallory LLC. Do you see that?

7 A. Yes.

8 Q. Ms. Regnier, do you recall that that is a payment that the
9 firm advanced for Ms. Daniels in connection with her false
10 arrest in Columbus, Ohio?

11 MR. SOBELMAN: Objection.

12 THE COURT: Overruled.

13 A. I don't recall the name of the firm. I do recall that
14 there was an advance made.

15 Q. You just don't recall if the name of the firm was the name
16 reflected on this bank statement, correct?

17 A. Correct.

18 Q. Do you recall that that advance was made generally during
19 the month of July?

20 A. Yes.

21 Q. Again, as of the date of this bank statement, you're not
22 able to tell the jury how much money was owed to me and the
23 firm for costs and fees, are you?

24 A. No.

25 Q. Let's go to page 24, please, the next month.

M1Q8AVE1

Regnier - Cross

1 MR. AVENATTI: Your Honor, we are very close. Juliet
2 has been working till all hours of the night.

3 THE COURT: I got that. But let's get it up, please.

4 If we can't get it up in the next couple of seconds,
5 let's move on and you can always circle back Mr. Avenatti.

6 MR. AVENATTI: Will do, your Honor.

7 Q. Ms. Regnier, we are going to come back to that momentarily.

8 You were asked some questions about the financial position
9 of the firm yesterday. Do you recall that?

10 A. Yes, I do.

11 Q. What is the Montage in Laguna Beach?

12 A. It's a hotel in Laguna Beach.

13 Q. The Montage is a five star resort in Laguna Beach,
14 California, is it not?

15 A. It's a resort in Laguna Beach. I don't know its rating,
16 but it's a nice resort in Laguna Beach, yes.

17 Q. It's right on the beach overlooking the ocean?

18 A. Yes.

19 Q. In December of 2017, our law firm, as we have for a number
20 of years before, hosted all of the employees of the firm for a
21 Christmas party and a weekend paid for by the firm at the
22 Montage?

23 THE COURT: Sustained as to form.

24 Q. Ms. Regnier, do you recall where we had the firm Christmas
25 party in December of '17 shortly before we started taking on

M1Q8AVE1

Regnier - Cross

1 the Daniels representation?

2 A. I believe it was at the Montage.

3 Q. We had had the party there for a number of years, had we
4 not?

5 THE COURT: Ms. Regnier, are you still with us?

6 THE WITNESS: I'm with you. You're back.

7 THE COURT: I am not sure why we are having issues
8 this morning. But the question was, did you have the party
9 there for a number of years prior to 2017 as well?

10 A. Yes.

11 Q. In December of 2017, the firm paid for the party and also
12 paid for employees to be able to stay at the resort, correct?

13 A. Yes.

14 Q. Now I want to ask you about some bank statements -- strike
15 that.

16 Yesterday I asked you if you had been shown all of the bank
17 statements of the firm, and you testified that you had not.
18 And when I said "shown," I meant by the government. Do you
19 recall that?

20 A. Yes.

21 Q. I would like to go through some of the other financial
22 statements, bank statements with you, if I could.

23 MR. AVENATTI: Can we have exhibit -- your Honor, one
24 moment.

25 Q. Ms. Regnier, we are going to actually revert back to the

M1Q8AVE1

Regnier - Cross

1 bank statements relating to the Daniels account because that
2 technology issue has been fixed. OK?

3 We are going to go back to page 26 of 302E, the next month.

4 THE COURT: It doesn't look like it's fixed. So ask
5 another question and we will circle back when we can.

6 I have turned the jury screens off so you're welcome
7 to bring it up, and if it's up, then I will turn them back on
8 and we can circle back. But please carry on.

9 MR. AVENATTI: Fair enough, your Honor. Thank you.

10 Your Honor, if I could just have one moment because we
11 need to pull up another -- my next line of questioning relates
12 to another exhibit that I need Juliet's assistance with.
13 Apologies to the Court and the jury.

14 Could I have Exhibit 213, please.

15 BY MR. AVENATTI:

16 Q. Ms. Regnier, you were asked some questions regarding
17 Exhibit 213 yesterday, do you recall that, by the government?

18 A. Yes.

19 MR. AVENATTI: Could I have the next page, please.

20 Q. I want to make sure that we have your testimony right.

21 I believe you testified that I told you at the time that
22 this had to be sent because Ms. Daniels was having a personal
23 issue with her estranged husband, is that correct?

24 MR. SOBELMAN: Objection.

25 THE COURT: Sustained.

M1Q8AVE1

Regnier - Cross

1 Q. Ms. Regnier, what is your recollection as to what I told
2 you as to why this document had to be sent?

3 MR. SOBELMAN: Objection.

4 THE COURT: Sustained.

5 Q. The third time is the charm. We are going to go back to
6 those bank statements.

7 Can I please have 302E, page 26, the next month in
8 order.

9 If we go to the top, Ms. Regnier, can you see that, that's
10 the next month from this account?

11 A. Yes.

12 Q. And the deposits this month were about \$161,000, correct?

13 A. Yes.

14 Q. And the charges were about \$131,000. Do you see that?

15 A. Yes.

16 Q. Then there's various transfers to the firm, correct, down
17 below?

18 A. Yes.

19 Q. And I want to focus your attention, if I could, on these
20 two wires around August 1st and August 3rd, from Janklow &
21 Nesbit Associates. Do you see that?

22 A. Yes, I do.

23 Q. Now, at the time that these wires came into this account,
24 how much money was owed to me and the firm for fees and costs
25 relating to the Daniels representation, do you know?

M1Q8AVE1

Regnier - Cross

1 A. No.

2 Q. And in order to figure out how much money was owed to the
3 firm on those dates, when that money came in, you would need to
4 look at Tabs, QuickBooks, bank statements, and talk to the
5 lawyers about how much time they had spent, isn't that true?

6 A. Yes.

7 Q. When you met with the government on the five to ten times
8 before you testified here yesterday, did the government ever
9 ask you to figure that out as it related to these dates on this
10 page?

11 MR. SOBELMAN: Objection.

12 THE COURT: Sustained.

13 Q. Did you ever look at the Tabs or QuickBooks data, or speak
14 with any attorneys, to try to figure out the answer to that
15 question before testifying here yesterday?

16 A. No. I don't have access to that information.

17 Q. And the government did not give it to you, did they?

18 MR. SOBELMAN: Objection.

19 THE COURT: Sustained.

20 Q. Did the government ever provide any Tabs or QuickBooks data
21 and ask you to help them figure out how much money was owed to
22 me and the firm from Ms. Daniels on those dates?

23 MR. SOBELMAN: Objection.

24 THE COURT: Sustained.

25 Please move on, Mr. Avenatti.

M1Q8AVE1

Regnier - Cross

1 Q. Let's go to the next page so we make sure that nothing is
2 cut off for the jury. OK.

3 Can we please go to page 28.

4 How about 30. Perfect.

5 In the upper right-hand corner, do you see this
6 statement, September 28, 2018?

7 A. Yes.

8 Q. And the deposits were about \$171,000 and the charges and
9 debits were about \$115,000, right?

10 A. Yes.

11 Q. Now, as of this time period, September of 2018, the firm
12 had been representing Ms. Daniels in those matters that we
13 talked about yesterday for about six months, right?

14 A. Yes.

15 Q. Multiple attorneys and staff had been working on her cases,
16 right?

17 A. Yes.

18 Q. And the firm had incurred costs out of the firm's pocket on
19 her behalf, right?

20 A. Yes.

21 Q. I want to focus your attention on the entry on September
22 17, \$148,750 from Janklow & Nesbit Associates. Do you see
23 that?

24 A. Yes.

25 Q. What is the date of that deposit?

M1Q8AVE1

Regnier - Cross

1 A. September 17.

2 Q. As of that date, do you know how much the firm was owed by
3 Ms. Daniels for the fees and costs incurred on her various
4 matters?

5 A. No.

6 Q. In order to figure it out, you would have to look at the
7 same sources of information that you had been testifying about
8 thus far, right?

9 THE COURT: Sustained.

10 Q. Has anyone ever asked you to do that?

11 MR. SOBELMAN: Objection.

12 THE COURT: Sustained.

13 Q. Let's go to page 34, please.

14 Let's blow it up at the top, please.

15 Ms. Regnier, can you see that, this is the next month
16 in order?

17 A. Yes.

18 (Continued on next page)

MlqWave2

Regnier - Cross

1 MR. AVENATTI: Let's go to 36, please.

2 My mistake. For the record, this is 36 in 302E in
3 evidence.

4 I stand corrected again. It's page 34.

5 Let's go to page --

6 OK. This is 36, for the record. Thank you.

7 Let's go to page 40.

8 Q. Now, who is Brandon Parraway, the name on the, this name on
9 the check here?

10 A. He was one of the security personnel for Ms. Daniels.

11 MR. AVENATTI: Let's go to page 42, please.

12 Q. Now, this month, there were no deposits in the account,
13 were there?

14 A. No.

15 Q. And what month is this that the jury's looking at now?

16 A. November of 2018.

17 Q. And the firm was continuing to represent Ms. Daniels in the
18 various matters that we spoke about yesterday as of November of
19 2018, right?

20 A. In some matters, yes, I believe so.

21 Q. And you don't know how much was owed to the firm from
22 Ms. Daniels for hourly fees and costs as of that date, do you?

23 A. No.

24 THE COURT: Mr. Avenatti, just pause for one second.
25 One of the jurors is coughing. Let me let her get a drink of

MlqWave2

Regnier - Cross

1 water.

2 All right. Thank you. Sorry for the interruption.

3 BY MR. AVENATTI:

4 Q. Ms. Regnier, the firm continued to represent Ms. Daniels in
5 some those matters even after this date of this statement,
6 didn't it?

7 A. Yes.

8 Q. The firm represented Ms. Daniels in December of 2018,
9 right?

10 A. Yes.

11 Q. January of 2019, right?

12 A. Yes, I believe so.

13 Q. Up until the firm terminated Ms. Daniels as a client in
14 February of 2019, correct?

15 A. Yes.

16 Q. And during those months, the firm was continuing to advance
17 costs for Ms. Daniels and also spend time working on her
18 behalf, isn't that true?

19 A. Yes, I believe so.

20 MR. AVENATTI: Now let's talk about the firm's
21 termination of Ms. Daniels as a client. Let's go to GX4,
22 please.

23 Q. Ms. Regnier, this is the letter whereby I and the firm
24 terminated Ms. Daniels as a client, isn't it?

25 A. Yes.

MlqWave2

Regnier - Cross

1 Q. The government asked you about some aspects of this letter,
2 and I want to ask you about, perhaps, those and others. Can
3 you please direct your attention to paragraph 1.

4 Can you see that?

5 A. Yes, I can.

6 Q. Can you please read that into the record?

7 THE COURT: The exhibit speaks for itself. Let's move
8 on. Just ask a question, please.

9 BY MR. AVENATTI:

10 Q. One of the reasons why Ms. Daniels yells was terminated as
11 a client was because she was not responsive, right?

12 MR. SOBELMAN: Objection.

13 THE COURT: I'll allow it.

14 But, Ms. Regnier, just to be clear, the question is
15 posed to you and your understanding. If your understanding --
16 in other words, posed to; it is not a reflection of what's
17 stated in the exhibit. So do you know the answer to that
18 question?

19 MR. AVENATTI: Let me strike the question. I'll ask a
20 better question, your Honor.

21 THE COURT: All right.

22 BY MR. AVENATTI:

23 Q. Ms. Regnier, I believe you testified yesterday you had
24 sent, at least on a couple occasions, emails to Ms. Daniels and
25 never received a response. Is that correct?

MlqWave2

Regnier - Cross

1 A. Yes.

2 MR. AVENATTI: OK.

3 If we can go back to the -- great.

4 Q. Now, you were asked by the government --

5 MR. AVENATTI: If we could blow up the first sentence
6 of the third paragraph. Perfect.

7 Q. Do you remember when counsel for the government asked you
8 about whether we had any discussions about returning moneys due
9 Ms. Daniels at the time of this letter?

10 A. Yes.

11 Q. And you answered that we didn't have any of those
12 discussions, right?

13 A. No, we did not discuss any money that you'd give her.

14 Q. As you sit here today -- well, strike that.

15 At the time of this letter, do you know how much money
16 Ms. Daniels owed the firm for costs and fees on all of the work
17 that had been done in the preceding 11 months? Do you know,
18 Ms. Regnier?

19 A. No, I do not.

20 Q. And in order to figure that out, you'd have to look at the
21 same things you'd been talking about earlier, right?

22 THE COURT: Sustained.

23 MR. AVENATTI: I want to ask you about some banking
24 statements that the government did not ask you about. Let's go
25 to exhibit T, as in Tom, please. Defense Exhibit T, your

MlqWave2

Regnier - Cross

1 Honor, only for the benefit of the witness.

2 Q. Ms. Regnier, in one of the accounts that the firm had that
3 you were not asked about, the deposits in the month of January
4 were \$232,000, isn't that true?

5 MR. SOBELMAN: Objection.

6 THE COURT: Sustained.

7 Please take the exhibit down if you're not going to
8 ask her what it is.

9 MR. AVENATTI: OK. Well, let me ask her what it is,
10 your Honor. I'm sorry.

11 Q. Ms. Regnier, do you recognize this document that I've shown
12 you, the first page of exhibit T, as a bank statement from one
13 of the firm's accounts?

14 A. Yes, I do.

15 Q. And you regularly received these bank statements in the
16 course of your work at Eagan Avenatti, correct?

17 A. Yes.

18 Q. And when you received these bank statements, you would file
19 them in the books and records of the law firm, correct?

20 A. Yes, I -- yes.

21 Q. And you're generally familiar with how to read one of these
22 bank statements as a result of your work at the law firm,
23 correct?

24 A. Yes.

25 Q. OK. Isn't it true that in January of 2018, in one of the

MlqWave2

Regnier - Cross

1 firm's accounts it received deposits of \$232,000?

2 MR. SOBELMAN: Objection.

3 THE COURT: Sustained.

4 MR. AVENATTI: What's the objection, your Honor?

5 THE COURT: Are you offering the exhibit?

6 MR. AVENATTI: Yes, I'll -- I'd like to offer exhibit
7 T.

8 THE COURT: Any objection?

9 MR. SOBELMAN: Yes, your Honor. Objection.
10 Relevance, based on time period. Also, this is one of the
11 exhibits we had a belated disclosure issue.

12 MR. AVENATTI: Impeachment, your Honor, based on the
13 government's --

14 THE COURT: Counsel and Mr. Avenatti, limit your
15 remarks, please.

16 I'll allow it. Defense Exhibit T is admitted.

17 (Defendant's Exhibit T received in evidence)

18 MR. AVENATTI: Can we publish the first page of the
19 exhibit for the benefit of the jury and, maybe, blow up that
20 highlight, please, along with the date. Perfect.

21 Q. Ms. Regnier, can you see that?

22 A. Yes.

23 Q. \$232,000 in January of 2018 into this account, correct?

24 A. Yes.

25 Q. This is one of the accounts the government did not ask you

MlqWave2

Regnier - Cross

1 about, right?

2 MR. SOBELMAN: Objection.

3 THE COURT: Sustained.

4 MR. AVENATTI: Let's go to the next bank statement in
5 this series, please. Same exhibit.

6 THE COURT: This is within exhibit T?

7 MR. AVENATTI: Yes, sir.

8 THE COURT: OK.

9 MR. AVENATTI: Can we blow up the top of this.

10 Q. Deposits \$149,000 this month, correct, in February 2018?

11 A. Yes.

12 MR. AVENATTI: Can we go to the next month, please.

13 Can we blow up the top half of that page.

14 Q. Ms. Regnier, what were the deposits into this account in
15 the month of March?

16 A. \$432,226.70.

17 Q. And this is an account, 0313, right, the account number;
18 you see it there?

19 A. Yeah.

20 Q. All right.

21 A. Yes.

22 MR. AVENATTI: Can we go to the next month, please.

23 Can we blow up the top half.

24 Q. This is the bank statement from April 30 of 2018, same
25 account number. Do you see that?

MlqWave2

Regnier - Cross

1 A. Yes.

2 Q. What were the deposits this month?

3 A. 310,200.

4 MR. AVENATTI: Can we go to the next month, please.

5 THE COURT: Mr. Avenatti, it's in evidence. You'll be
6 able to argue about it later. Let's move to the next exhibit
7 or line of questions, please.

8 MR. AVENATTI: Fair enough, your Honor.

9 I'd like to turn to another account, Defense Exhibit
10 U.

11 THE COURT: Not for the jury, please.

12 Go ahead.

13 BY MR. AVENATTI:

14 Q. Ms. Regnier, do you recognize exhibit U?

15 A. Yes.

16 Q. This was a bank statement for Avenatti & Associates --
17 strike that.

18 This is a bank statement for Avenatti & Associates from
19 January of 2018, correct?

20 A. Yes.

21 Q. And you dealt with these bank statements in much the same
22 way as you dealt with the others that we just discussed;
23 namely, exhibit T, correct?

24 A. Yes.

25 MR. AVENATTI: Your Honor, the defense offers exhibit

MlqWave2

Regnier - Cross

1 U.

2 THE COURT: Any objection?

3 MR. SOBELMAN: Objection. Relevance.

4 THE COURT: Overruled.

5 Admitted.

6 (Defendant's Exhibit U received in evidence)

7 MR. AVENATTI: Please publish for the jury.

8 Excellent.

9 Can we blow up the top half, please.

10 Q. The deposits into this account -- well, strike that.

11 This is a different account than what we were just talking
12 about, right?

13 A. Yes. For -- yes, a different law firm.

14 Q. Well, a different law firm belonging to me, right?

15 A. Yes.

16 Q. OK. And the deposits this month were \$78,046, right?

17 A. Yes.

18 MR. AVENATTI: OK. Could we go to the next month.

19 Top half of the page, please.

20 Q. This is for February of 2018, right?

21 A. Yes.

22 Q. What were the deposits?

23 A. 68,354.

24 MR. AVENATTI: Your Honor, it's in evidence. I'm not
25 going to go through every month. I'm going to go to the next

MlqWave2

Regnier - Cross

1 exhibit.

2 THE COURT: Thank you.

3 MR. AVENATTI: Let's pull up exhibit V, as in Victor,
4 another account.

5 Blow up the top half, please.

6 Q. Look in the right-hand corner. The date on this is January
7 31, 2018. Do you see that?

8 A. Yes.

9 Q. This is for a different account than the preceding two,
10 right?

11 A. Yes.

12 Q. And the deposits into this account during that month --

13 THE COURT: Sustained. It's not in evidence, Mr.
14 Avenatti.

15 MR. AVENATTI: I'm sorry, your Honor.

16 Q. Ms. Regnier, you handled this bank statement in much the
17 same way as the preceding two accounts, did you not?

18 A. Yes, I did.

19 Q. Over the course of your employment, you're familiar with
20 these bank statements, correct?

21 A. Yes, I am.

22 MR. AVENATTI: Your Honor, the defense offers V, as in
23 Victor.

24 THE COURT: Any objection?

25 MR. SOBELMAN: Same objection, your Honor.

MlqWave2

Regnier - Cross

1 THE COURT: Same ruling.

2 Admitted.

3 (Defendant's Exhibit V received in evidence)

4 THE COURT: All right. Now you may proceed.

5 MR. AVENATTI: Thank you, your Honor.

6 Q. Ms. Regnier, the deposits into this account during January
7 of 2018 were \$328,300, correct?

8 A. Yes.

9 MR. AVENATTI: Your Honor, it's in evidence. I'm
10 going to move to the next exhibit, in the interest of time.

11 How about exhibit W, please, another account.

12 Can we have the top of the page, please. This is only
13 for the witness.

14 Q. Ms. Regnier, did you deal with bank statements on this
15 account ending in 4613 in the same way that you dealt with bank
16 statements for the other accounts?

17 A. Yes.

18 MR. AVENATTI: Your Honor, the defense offers W.

19 THE COURT: Any objection?

20 MR. SOBELMAN: Same objection, your Honor.

21 THE COURT: All right. Admitted.

22 (Defendant's Exhibit W received in evidence)

23 MR. AVENATTI: Please publish. Excellent.

24 Q. The deposits into this account were \$77,986 for the month
25 of January, correct?

MlqWave2

Regnier - Cross

1 A. Yes.

2 Q. And you're aware that there's additional months of
3 statements relating to this bank account; you're aware of that
4 generally, right, Ms. Regnier?

5 A. I believe so. I don't know for sure, but I do believe so,
6 yes.

7 MR. AVENATTI: OK. Well, let's go to the next month.
8 I don't want to waste the jury's time and go through every
9 month at this point, but I just want you to be sure.

10 Great. If we can pull up the top of the next month.

11 Q. You see this is February 28 --

12 A. Yes.

13 Q. -- 2018, Ms. Regnier?

14 A. Yes, I do.

15 Q. OK. And what were the deposits into this bank account just
16 for the month of February and just for this account?

17 A. 276,053.

18 MR. AVENATTI: All right. I'm not going to have you
19 go through every month. It's in evidence.

20 Can I have the next exhibit, please.

21 Could we blow up the top of this, please. Only for
22 the witness.

23 Q. Ms. Regnier, did you deal with account statements for this
24 account in the same way that you did the preceding accounts?

25 A. Yes.

MlqWave2

Regnier - Cross

1 MR. AVENATTI: Your Honor, the defense offers exhibit
2 X.

3 THE COURT: Same objection?

4 MR. SOBELMAN: Yes, your Honor.

5 THE COURT: All right. Admitted.

6 (Defendant's Exhibit X received in evidence)

7 BY MR. AVENATTI:

8 Q. Ms. Regnier, what were the deposits for the month of June
9 2018 in this account alone?

10 A. \$107,632.

11 Q. And do you believe that there are other monthly statements
12 for this account?

13 A. Yes.

14 MR. AVENATTI: OK. I'm not going to go through all of
15 them. We'll move to the next exhibit, Y, as in Yankee.

16 Can we blow up this at the top, please, for the
17 benefit of the witness.

18 Q. Ms. Regnier, did you deal with bank statements for this
19 account in the same way as the other accounts?

20 A. Yes.

21 Q. And as of January 31, 2018 -- well, strike that.

22 MR. AVENATTI: Your Honor, the defense offers Y into
23 evidence.

24 MR. SOBELMAN: Yes, your Honor. Same objection.

25 THE COURT: All right. Same ruling.

MlqWave2

Regnier - Cross

1 Admitted.

2 (Defendant's Exhibit Y received in evidence)

3 BY MR. AVENATTI:

4 Q. I want to focus your attention, Ms. Regnier, on the ending
5 balance in this account. Do you see that?

6 A. Yes.

7 Q. There was a hundred thousand dollars in this account as of
8 the end of January 2018, correct?

9 A. Yes.

10 Q. And do you believe that there are other months for this
11 account, other months' statements?

12 A. Yes.

13 Q. All right.

14 A. Yes.

15 MR. AVENATTI: I'm not going to go through each of
16 them. They're in evidence.

17 Let's go to Z, as in zebra.

18 Next page, please. Next page. Next page. Next.

19 Keep going, please.

20 If you could back up one. Great.

21 Q. Ms. Regnier, do you have Z, as in zebra, in front of you?

22 A. Yes.

23 MR. AVENATTI: Actually, if we could go to the first
24 page. Well, that's fine.

25 Q. Now, Ms. Regnier, do you have the first page of exhibit Z?

MlqWave2

Regnier - Cross

1 A. Yes.

2 Q. And do you recognize this as a business account agreement
3 for an operating account relating to me for City National Bank?

4 THE COURT: Sustained.

5 BY MR. AVENATTI:

6 Q. Ms. Regnier, you testified earlier that you were familiar
7 with the bank accounts at City National Bank that were opened.
8 Do you recall that?

9 A. Yes.

10 Q. And over the course of your employment, did you regularly
11 maintain account statements and banking records from City
12 National Bank among the law firm's files?

13 A. Yes.

14 Q. And is exhibit Z an example of that?

15 A. I don't know if we had this particular document at the
16 firm.

17 THE COURT: Let me ask you, Ms. Regnier, do you
18 recognize what is on the screen, the first page of exhibit Z?
19 Have you seen that before?

20 THE WITNESS: Yes, I have seen it before.

21 THE COURT: And when did you -- where did you see it?

22 THE WITNESS: At the bank itself, at City National
23 Bank.

24 THE COURT: So it was not maintained by Avenatti &
25 Associates or Mr. Avenatti's firm?

MlqWave2

Regnier - Cross

1 THE WITNESS: I don't believe we had a copy of this
2 particular document at the firm. No, I do not.

3 THE COURT: All right.

4 MR. AVENATTI: If we could go to the second page, just
5 for the witness.

6 Third page.

7 Q. Ms. Regnier, do you recognize your signature on the third
8 page of the document?

9 A. Yes.

10 Q. That is your signature, correct?

11 A. Yes.

12 Q. And you signed as an authorized signer on this document at
13 the time the account was opened, correct?

14 MR. SOBELMAN: Objection, your Honor. The document's
15 not in evidence.

16 THE COURT: Sustained.

17 MR. AVENATTI: Your Honor, I offer Z into evidence.

18 MR. SOBELMAN: No objection.

19 THE COURT: Admitted.

20 (Defendant's Exhibit Z received in evidence)

21 MR. AVENATTI: Could we go to the next page, please.

22 Actually, can we go to the second page.

23 Does the jury have this? Great.

24 Q. This is the document, Ms. Regnier, that both you and I
25 signed to open up one of the accounts at City National Bank,

MlqWave2

Regnier - Cross

1 correct?

2 A. Yes.

3 Q. And my signature appears on this document, does it not?

4 A. Yes.

5 Q. And what's the date immediately below my signature?

6 A. I believe it's May 19, 2019. Sorry, 20 -- I can't -- I'm
7 sorry. Can you blow it up?

8 May 17, 2017.

9 Q. May 17, 2017, is that correct?

10 MR. SOBELMAN: Objection.

11 A. Yes.

12 THE COURT: Sustained.

13 BY MR. AVENATTI:

14 Q. Now, is May 17, 2017, before or after November of 2019?

15 THE COURT: I think we don't need the witness to
16 answer that question. Next question.

17 BY MR. AVENATTI:

18 Q. Ms. Regnier, you would agree it's before, right?

19 MR. SOBELMAN: Objection.

20 THE COURT: Sustained.

21 Next question.

22 BY MR. AVENATTI:

23 Q. Now, you're aware that there's bank account statements for
24 this account as well, right?

25 A. Yes.

MlqWave2

Regnier - Cross

1 MR. AVENATTI: All right. I'm not going to review all
2 of them with you in the interest of time for the jury. They're
3 in evidence.

4 Let's go to AA, exhibit AA -- I'm sorry. Exhibit AA,
5 one exhibit, just for the benefit of Ms. Regnier, and if we
6 could go to the third page.

7 Q. Ms. Regnier, do you recognize your signature on this page?

8 A. Yes.

9 Q. And you signed this document in order to open up another
10 account at City National Bank together with me, did you not?

11 A. Yes.

12 MR. AVENATTI: Your Honor, the defense offers AA.

13 THE COURT: Any objection?

14 MR. SOBELMAN: No, your Honor.

15 THE COURT: Admitted.

16 (Defendant's Exhibit AA received in evidence)

17 MR. AVENATTI: Can we go to the preceding page,
18 please.

19 Q. Now, this is for a different account than what we were just
20 talking about, is that correct, Ms. Regnier?

21 A. Yes.

22 MR. AVENATTI: All right. And if we could blow up the
23 signature block.

24 Q. Does that have the same date as May 17 of 2017, same date
25 as the preceding exhibit?

MlqWave2

Regnier - Cross

1 A. Yes.

2 Q. And you're aware that there's other bank account statements
3 for this account, are you not?

4 A. Yes.

5 MR. AVENATTI: All right. I'm not going to review
6 them with you. They're in evidence.

7 Q. Now, I want to clear something up, because I want to make
8 sure that we have your testimony. Now, on some of these
9 accounts that we've been talking about, exhibits T through AA,
10 some of those accounts held moneys that the firm was entitled
11 to, correct?

12 MR. SOBELMAN: Objection.

13 THE COURT: Sustained.

14 BY MR. AVENATTI:

15 Q. Well, some of those accounts that we were just reviewing
16 were attorney-client trust accounts, correct?

17 A. Yes.

18 Q. And the firm wouldn't necessarily be entitled to all of the
19 money in those accounts, depending on the situation, would it?

20 A. Correct.

21 Q. It would depend on the particular case and the
22 circumstances through which the money came into the account,
23 right?

24 A. Yes.

25 Q. And in order to determine how much the firm would be

MlqWave2

Regnier - Cross

1 entitled to from those moneys in one of those accounts at any
2 particular time, you would have to -- one of those trust
3 accounts, you would have to do an analysis of what the
4 agreement was with the client, what the client owed in fees and
5 costs; fair?

6 MR. SOBELMAN: Objection.

7 THE COURT: Overruled.

8 A. Yes.

9 MR. AVENATTI: Your Honor, could I have one moment?

10 THE COURT: You may.

11 Mr. Avenatti, an estimate on how much more cross you
12 have with Ms. Regnier.

13 MR. AVENATTI: Two minutes.

14 THE COURT: Great.

15 BY MR. AVENATTI:

16 Q. Ms. Regnier, I want to ask you about --

17 MR. AVENATTI: I want to go back to GX3, the agreement
18 that we had with Ms. Daniels, and I want to blow up paragraphs
19 3 and 4.

20 Q. Do you have that?

21 A. Yes.

22 Q. Did Ms. Daniels ever tell you -- well, strike that.

23 Did Ms. Daniels ever tell you, text you, email you, smoke
24 signal you, or otherwise communicate with you in any way,
25 shape, or form that she did not have to adhere to these two

MlqWave2

Regnier - Cross

1 paragraphs in the written agreement that she signed?

2 MR. SOBELMAN: Objection.

3 THE COURT: Sustained.

4 MR. AVENATTI: Nothing further at this time.

5 THE COURT: All right. Redirect.

6 Ladies and gentlemen, as counsel prepare for redirect,
7 if you want to stand and stretch where you are, you're welcome
8 to do so.

9 And again, whoever's controlling the camera, if you
10 can make sure that the camera at defense table is now on, that
11 would be great.

12 All right. Looks like all the cameras are operating.

13 THE WITNESS: I don't have the podium.

14 THE COURT: I'm sorry? Ms. Regnier, say that again.

15 THE WITNESS: I cannot see the podium.

16 THE COURT: Hang on.

17 Ms. Regnier, I think it's on. You're not able to see
18 the podium now?

19 THE WITNESS: All I see is a square with AF in it.

20 THE COURT: No. That's not the relevant one. I don't
21 want this trial to become product placement; I know Zoom better
22 than I do Teams, there should be three dots on the top of your
23 screen, perhaps.

24 THE WITNESS: OK.

25 THE COURT: If you click on there, I think there's

MlqWave2

Regnier - Redirect

1 something that has a gallery view. Maybe try that. I don't
2 know if that's on.

3 THE WITNESS: Gallery view is on.

4 OK. I have it now.

5 THE COURT: All right. Perfect.

6 Mr. Sobelman, you may proceed.

7 REDIRECT EXAMINATION

8 BY MR. SOBELMAN:

9 Q. Ms. Regnier, do you recall being asked by the defendant
10 yesterday about some kind of honor his law firm received in
11 early 2018?

12 A. Yes.

13 THE COURT: Counsel, can you speak up and maybe move
14 the microphone a little closer.

15 MR. SOBELMAN: Yes, your Honor.

16 THE COURT: Thank you.

17 MR. SOBELMAN: Thank you.

18 Q. Do you recall testifying that this so-called honor was
19 related to a large judgment issued in a case that the
20 defendant's firm had worked on?

21 MR. AVENATTI: Objection. Argumentative.

22 THE COURT: All right. I think we've oriented the
23 witness. Just ask your question, Mr. Sobelman.

24 Sustained.

25 BY MR. SOBELMAN:

MlqWave2

Regnier - Redirect

1 Q. As of July 2018, how much money had the defendant and his
2 law firm received from that judgment?

3 A. They had not received any from that judgment.

4 Q. As of August 2018, how much money had the defendant and his
5 law firm received from that judgment?

6 A. They hadn't received any.

7 Q. As of September 2018, how much money had the defendant and
8 his law firm received from that judgment?

9 A. They hadn't received any.

10 Q. OK. Let's skip ahead a little bit.

11 As of February 2019, how much money had the defendant and
12 his law firm received from that judgment?

13 A. They hadn't received any money from it.

14 Q. In the time period July 2018 through February 2019, was
15 there any guarantee of that judgment actually being paid to the
16 defendant and his law firm?

17 MR. AVENATTI: Objection. Calls for speculation and a
18 legal conclusion, your Honor.

19 THE COURT: Overruled. I'll allow the witness to
20 answer.

21 Obviously, Ms. Regnier, by guarantee, not in any legal
22 sense; just your understanding whether that money would be
23 guaranteed to come to the firm, please.

24 A. No, there was no guarantee that the money would come to the
25 firm.

MlqWave2

Regnier - Redirect

1 Q. What is your understanding of why that money might not come
2 to the firm at all?

3 A. The original judgment had already been reduced by the
4 court.

5 MR. AVENATTI: Your Honor --

6 THE COURT: Sustained.

7 MR. AVENATTI: Move to strike.

8 THE COURT: Ms. Regnier, just a general answer --

9 THE WITNESS: OK.

10 THE COURT: -- why it wasn't a guarantee that that
11 money would come to the firm.

12 A. Whenever there's a judgment, there's always the chance of
13 an appeal, and the appeal can go either way. You can either
14 receive the judgment or the judgment can be completely
15 overturned. So until an appeal is decided, there's no
16 guarantee.

17 BY MR. SOBELMAN:

18 Q. Ms. Regnier, do you recall being asked on cross-examination
19 about how client trust accounts are supposed to work?

20 A. Yes.

21 Q. And I believe you testified as to your current
22 understanding of how they're supposed to work. Is that right?

23 A. Yes.

24 Q. Was your understanding -- is your understanding now
25 different than your understanding at the time you were working

MlqWave2

Regnier - Redirect

1 for the defendant?

2 A. Yes.

3 Q. And how did you learn while you were working at the law
4 firm how to manage the client trust accounts?

5 A. Michael instructed me on how to manage the funds in the
6 account.

7 Q. And as of today, what is your understanding of how they're
8 supposed to work?

9 A. On a client trust account, there should not be any
10 disbursements from the trust account unless there is some
11 client authorization from the client.

12 Q. And generally, during your work at the law firm, were there
13 signed authorizations sought from the clients?

14 A. Yes. On some contingency cases, when the case was
15 resolved, there would be a client accounting prepared, and that
16 would be signed and the funds would be disbursed pursuant to
17 that client accounting.

18 Q. With respect to the Ms. Daniels trust accounts, are you
19 aware of any such authorizations ever being sought?

20 MR. AVENATTI: Objection. Calls for a legal
21 conclusion, your Honor.

22 THE COURT: Overruled.

23 A. No, I'm not.

24 Q. When such an authorization was sought, were you often
25 involved in that process?

MlqWave2

Regnier - Redirect

1 A. Yes.

2 Q. And just to be clear, you never saw one, never were
3 involved in one, never drafted one, never sent or received one
4 with respect to Ms. Daniels, correct?

5 A. Correct.

6 MR. SOBELMAN: If we could please put up Government
7 Exhibit 3 for the witness.

8 Q. Ms. Regnier, do you recall being asked a number of
9 questions about how much money Ms. Daniels might owe
10 defendant's law firm during cross-examination?

11 A. Yes.

12 Q. Let's take a look at paragraph 4 of this attorney-client
13 fee agreement. Here, there's a reference to a one-time payment
14 of \$100, is that correct?

15 A. Yes.

16 Q. Anywhere in this paragraph is there a reference to
17 Ms. Daniels paying out of her own pocket for any costs or fees
18 per her representation by the defendant and his law firm?

19 MR. AVENATTI: Best evidence, your Honor.

20 THE COURT: Sustained. The exhibit speaks for itself.

21 BY MR. SOBELMAN:

22 Q. Ms. Regnier, can you just remind us, is this the only
23 agreement between the defendant and Ms. Daniels that you were
24 aware of?

25 A. Yes.

MlqWave2

Regnier - Redirect

1 Q. Ms. Regnier, during your -- let me move on.

2 During your cross-examination, do you recall --

3 MR. SOBELMAN: We can take this down.

4 Q. Do you recall being asked some questions about a party at a
5 hotel?

6 A. Yes.

7 Q. And that took place in December of 2017, is that right?

8 A. Yes.

9 Q. Many months before the defendant's representation of
10 Ms. Daniels began, correct?

11 A. Correct.

12 Q. And many months before July 2018?

13 A. Yes.

14 Q. Many months before September 2018?

15 A. Yes.

16 Q. Was there a party at the Montage in December 2018?

17 A. Not that I'm aware of, no.

18 Q. Do you know why?

19 MR. AVENATTI: Calls for speculation, your Honor.

20 THE COURT: Well, the question is do you know why.
21 The answer to that is yes or no.

22 A. Yes.

23 Q. Why was there no party at the Montage in December of 2018?

24 A. The firm was not in a position to have a party. They
25 didn't have the funds.

MlqWave2

Regnier - Redirect

1 Q. Where were you working out of in December 2018?

2 A. My home.

3 Q. Why were you working out of your home?

4 MR. AVENATTI: Objection. Asked and answered, your
5 Honor.

6 THE COURT: Sustained.

7 BY MR. SOBELMAN:

8 Q. Do you recall being shown on cross-examination a number of
9 bank records?

10 A. Yes.

11 Q. They were marked as Defense Exhibits T through AA. Do you
12 recall those?

13 A. Yes.

14 Q. And the defendant spent most of his time showing you bank
15 records from January and February of 2018, is that right?

16 MR. AVENATTI: Objection, your Honor. Misstates
17 the --

18 A. Yes.

19 THE COURT: The testimony speaks for itself.

20 Next question, Mr. Sobelman.

21 BY MR. SOBELMAN:

22 Q. And those records didn't reflect the balances -- that were
23 shown to you during your testimony didn't reflect the balances
24 in those accounts as of July, August, or September 2018,
25 correct?

MlqWave2

Regnier - Redirect

1 THE COURT: All right. I think --

2 MR. AVENATTI: Objection.

3 THE COURT: Mr. Avenatti.

4 Ladies and gentlemen, those exhibits are in evidence.
5 When you deliberate, you'll receive all the evidence, all the
6 exhibits that are admitted into evidence and can review them.
7 Obviously, I asked Mr. Avenatti to move things along and not
8 ask about each and every month. But again, the evidence speaks
9 for itself and you should give it whatever weight, if any, you
10 think it warrants.

11 Mr. Sobelman, next question.

12 MR. SOBELMAN: Yes, your Honor.

13 Could we put up Defense Exhibit T, please.

14 Q. Just a couple questions about this document, Ms. Regnier.
15 Do you see at the top where it says Eagan Avenatti LLP debtor
16 in possession?

17 A. Yes.

18 Q. What does debtor in possession money?

19 MR. AVENATTI: Objection, your Honor. 403.

20 THE COURT: Overruled.

21 MR. AVENATTI: Can I have a sidebar, please?

22 THE COURT: No.

23 A. Eagan Avenatti was in bankruptcy, and when you're in
24 bankruptcy, that's what the bankruptcy trustee has you put on
25 the account.

MlqWave2

Regnier - Redirect

1 MR. SOBELMAN: And let's take a look at page 47 of
2 this account.

3 Q. Now, Mr. Avenatti asked you about several amounts of money
4 that were coming into this account, is that correct?

5 A. Yes.

6 Q. He didn't ask you about money going out, right?

7 THE COURT: Sustained.

8 A. I don't think so.

9 THE COURT: Just ask your question, Mr. Sobelman.

10 BY MR. SOBELMAN:

11 Q. On page 47, Ms. Regnier, could you please read us the
12 starting balance, where it says previous balance on the left
13 side?

14 Sorry. This is for what time period on the upper right?

15 A. This is for July 31 to August 31, 2018.

16 Q. What was the starting balance?

17 A. Negative \$58,177.

18 MR. SOBELMAN: Could we please go to page 49 of this
19 document, and can you please enlarge the top half.

20 Q. Ms. Regnier, do you see there are a number of lines where
21 it says insufficient funds fee?

22 A. Yes.

23 Q. And overdraft service fee?

24 A. Yes.

25 Q. What are those?

MlqWave2

Regnier - Redirect

1 A. Those were when checks would hit the bank account and there
2 was insufficient funds to cover the check, there was a fee
3 charged. Overdraft is related to the same thing.

4 MR. SOBELMAN: Let's move on to Defense Exhibit U,
5 please, and take a look at page 39.

6 Q. Ms. Regnier, what time period is this statement for?

7 A. May 31 to June 29, 2018.

8 Q. And what was the starting balance here?

9 A. 9,700 -- dollars 45 -- 745 dollars.

10 MR. SOBELMAN: And let's take a look at page 59 now.

11 Q. And what's the time period on this statement?

12 A. July 31 to August 31, 2018.

13 Q. And what's the starting balance on this statement?

14 A. Negative 1,143.

15 Q. Let's take a look at the ending balance on the right.

16 MR. SOBELMAN: If you could please highlight the
17 ending balance on the right side of the document.

18 A. Negative \$1,236.

19 MR. SOBELMAN: Let's move on to Defense Exhibit V, as
20 in Victor.

21 Q. What's the time period on this?

22 A. December 29, 2017, to January 31, 2018.

23 Q. And please look at the ending balance on the right.

24 A. Zero.

25 MR. SOBELMAN: Move on to Defense Exhibit W. Take a

MlqWave2

Regnier - Redirect

1 look at page 41, please. Page 41, please.

2 Q. What's the date on this statement?

3 A. July 31 to August 31, 2018.

4 Q. And what's the starting balance?

5 A. \$333.

6 Q. And the ending balance?

7 A. \$181.

8 Q. And by the way, what type of account is this?

9 A. This is an attorney-client trust account.

10 Q. And so could this account be used for the firm's general
11 expenses?

12 MR. AVENATTI: Objection. Calls for speculation, your
13 Honor, and an expert opinion.

14 THE COURT: Overruled.

15 As you understood it.

16 A. I don't --

17 THE COURT: As you understood it at the time,
18 Ms. Regnier, could this be used for general firm expenses?

19 THE WITNESS: Yes. As I understood it at the time,
20 Mr. Avenatti had the ability to make payments for general firm
21 expenses out of these accounts.

22 BY MR. SOBELMAN:

23 Q. And as Mr. Avenatti asked you, you have a different
24 understanding of how those accounts are to be used now,
25 correct?

MlqWave2

Regnier - Redirect

1 A. Correct.

2 Q. And can you remind us, as you understand it now, is that
3 how these accounts --

4 MR. AVENATTI: Objection.

5 THE COURT: Sustained.

6 MR. SOBELMAN: Move on to Defense Exhibit X, and take
7 a look at page 11, please.

8 Q. What's the date on this statement?

9 A. July 31 to August 31, 2018.

10 Q. And what is the starting balance on this statement?

11 A. \$1,792.

12 Q. And what is the ending balance?

13 A. \$491.

14 MR. SOBELMAN: Go to Defense Exhibit Y.

15 Q. What's the date on this statement?

16 A. December 29, 2017, to January 31, 2018.

17 Q. What are the last four digits on this account?

18 A. 7849.

19 Q. And what bank is this?

20 A. California Bank & Trust.

21 MR. SOBELMAN: Let's take a look, just for the
22 witness, at Government Exhibit 302H.

23 Q. Ms. Regnier, do you recognize this?

24 A. Yes.

25 MR. SOBELMAN: One moment, your Honor.

MlqWave2

Regnier - Redirect

1 The government offers Government Exhibit 302H.

2 THE COURT: I think some additional foundation may be
3 required.

4 MR. SOBELMAN: Yes, your Honor.

5 Q. Ms. Regnier, is this another statement on the same account
6 we were just looking at in Defense Exhibit Y?

7 A. Yes.

8 MR. AVENATTI: Your Honor, I believe it's still --
9 it's already in evidence. I believe I placed it in evidence.

10 THE COURT: I don't think you did 302H.

11 MR. AVENATTI: I have no objection, in any event.

12 THE COURT: All right. Let the witness answer the
13 question, please, and when Mr. Sobelman has offered it, you can
14 state that.

15 BY MR. SOBELMAN:

16 Q. Ms. Regnier, is this the same -- is this different
17 statements for the same account that we just looked at in
18 Defense Exhibit Y?

19 A. Yes.

20 Q. Do you recognize these statements?

21 A. Yes.

22 MR. SOBELMAN: The government offers Government
23 Exhibit 302H.

24 THE COURT: Admitted.

25 (Government Exhibit 302H received in evidence)

MlqWave2

Regnier - Redirect

1 MR. SOBELMAN: Please display it for the jury.

2 Q. Ms. Regnier, what time period is this statement for?

3 A. August 31, 2018, through September 28, 2018.

4 Q. And what is the ending balance there?

5 A. \$1,544.

6 MR. SOBELMAN: Let's take a look at page 3.

7 Actually, move on.

8 Take a look at Defense Exhibit Z, and take a look at
9 page 32, please.

10 Q. What time period is this statement for?

11 A. July 31 to August 31, 2018.

12 Q. And let's take a look at the starting balance.

13 A. \$2,541.

14 Q. And what was the ending balance?

15 A. \$39.

16 MR. SOBELMAN: And let's take a look at the next page
17 as well.

18 Q. And what time period is this for?

19 A. August 31 to September 28, 2018.

20 Q. And what is the ending balance listed there?

21 A. Negative \$40.

22 MR. SOBELMAN: Last one. Let's take a look at --
23 actually, move on. I just have one or two more questions.

24 Q. Ms. Regnier, were you asked questions on cross-examination
25 about whether Ms. Daniels paid money to the firm or owed money

MlqWave2

Regnier - Recross

1 to the firm?

2 A. Yes.

3 Q. As far as you are aware, was a bill ever sent to
4 Ms. Daniels for money she might have owed to the firm?

5 A. Not to my knowledge, no.

6 Q. Were you involved in the billing and invoicing practices at
7 the firm?

8 MR. AVENATTI: Asked and answered, your Honor.

9 THE COURT: Overruled.

10 A. Yes.

11 Q. And if such a bill had ever been sent, would you have
12 expected to be involved in that?

13 MR. AVENATTI: Speculation.

14 THE COURT: Overruled.

15 A. Yes.

16 Q. But none was sent?

17 A. Not to my knowledge.

18 MR. SOBELMAN: No further questions, your Honor.

19 MR. AVENATTI: Your Honor, brief recross, please?

20 THE COURT: Very brief.

21 RECCROSS EXAMINATION

22 BY MR. AVENATTI:

23 Q. Ms. Regnier, can you hear me?

24 A. Yes, I can.

25 Q. Excellent.

MlqWave2

Regnier - Recross

1 Ms. Regnier, isn't it true that the involuntary bankruptcy
2 was dismissed in early 2018, and the firm was dismissed by the
3 bankruptcy court in California? Isn't that true?

4 MR. SOBELMAN: Objection.

5 THE COURT: Overruled.

6 A. Uh --

7 Q. Isn't that true?

8 A. I'm trying to remember. I believe so. I know it was
9 dismissed at one time, but I'm not sure of the date.

10 Q. You recall that it was dismissed that at some point in
11 2018, meaning the firm was not in bankruptcy; you recall that,
12 right?

13 A. Yes.

14 Q. You were asked some questions about accountings that were
15 provided in contingency cases. Do you recall that?

16 A. Yes.

17 Q. Ms. Daniels's case was not a contingency case, was it?

18 A. No.

19 MR. AVENATTI: Nothing further.

20 THE COURT: All right.

21 Thank you, Ms. Regnier. I would say you may step
22 down, but you're not actually in the witness box. You are
23 excused at this time. You can close out on your end. We will
24 close out on our end, and have a pleasant day.

25 THE WITNESS: Thank you.

MlqWave2

Regnier - Recross

1 (Witness excused)

2 THE COURT: All right. Ladies and gentlemen, while we
3 take care of closing out, and what have you, I'll ask the
4 government to call its next witness. And in the meantime, you
5 can stretch again, if you'd like.

6 MR. SOBELMAN: The government calls Jessica Volchko.

7 THE COURT: All right.

8 JUROR: Excuse me. Can I be excused?

9 THE COURT: Hang on one moment, please.

10 Watch your step, please, and you can follow my law
11 clerk.

12 One of the jurors just needs to use the restroom, and
13 I'll permit her to do that while we're getting everything set
14 up. So bear with us.

15 (Recess)

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M1Q8AVE3

Volchko - Direct

1 THE COURT: We will be ready to go in one minute.
2 All right. Thank you very much. Let's get going.
3 Ms. Volchko, if you could just rise and raise your
4 right hand.

5 JESSICA VOLCHKO,

6 called as a witness by the government,
7 having been duly sworn, testified as follows:

8 THE COURT: If you can just pull the microphone so
9 that you are about an inch or two away from it. You can remove
10 your mask since you are now in the witness box. And please
11 just state and then spell your full name, please.

12 THE WITNESS: Jessica Volchko, J-E-S-S-I-C-A,
13 V-O-L-C-H-K-O.

14 THE COURT: You may proceed, counsel.

15 DIRECT EXAMINATION

16 BY MR. SOBELMAN:

17 Q. Good morning, Ms. Volchko.

18 A. Good morning.

19 Q. Where do you currently work?

20 A. I work for the Federal Bureau of Investigation.

21 Q. Is that also known as the FBI?

22 A. It is.

23 Q. What is your position with the FBI?

24 A. I am an IT specialist forensic examiner.

25 Q. What is your educational background?

M1Q8AVE3

Volchko - Direct

1 A. I have a bachelor of science in digital forensics.

2 THE COURT: Can you just speak up a bit or move
3 closer.

4 Q. What are your duties and responsibilities as an IT
5 specialist forensic examiner with the FBI?

6 A. As a forensic examiner, I assist in the proper collection
7 and preservation of digital evidence, as well as the analysis
8 of that evidence.

9 Q. Approximately how long have you been an IT specialist
10 forensic examiner with the FBI?

11 A. About five and a half years.

12 Q. Approximately how many electronic devices have you
13 forensically examined during your time with the FBI?

14 A. Hundreds.

15 Q. Ms. Volchko, I believe you have two exhibits next to you in
16 the witness stand.

17 A. I do.

18 Q. Could you please remove the object marked as Government
19 Exhibit 404.

20 Do you recognize Government Exhibit 404?

21 A. I do.

22 Q. What is it?

23 A. This is the laptop that I examined.

24 Q. Can you be a little more specific?

25 A. It is a silver MacBook that I examined.

M1Q8AVE3

Volchko - Direct

1 Q. With respect to what case?

2 A. For this case.

3 Q. How do you know that Government Exhibit 404 is a laptop
4 that you forensically examined?

5 A. When I first received the laptop and started my
6 examination, I placed a sticker on that item that has my
7 initials on it as well as the case number.

8 Q. Is that sticker still there?

9 A. It is.

10 Q. When you forensically examined this laptop, what, if any,
11 authority did you have to do so?

12 A. It was a search warrant.

13 Q. Who issued that search warrant?

14 A. A federal judge.

15 Q. Please put aside Government Exhibit 404 for a moment.

16 There is another object next to you. Is that marked
17 Government Exhibit 403?

18 A. It is.

19 Q. Do you recognize Government Exhibit 403?

20 A. I do.

21 Q. What is it?

22 A. It's a hard drive containing a forensic image of the laptop
23 as well as forensic software files.

24 Q. What is a forensic image?

25 A. A forensic image is an exact copy of an item of digital

M1Q8AVE3

Volchko - Direct

1 evidence. So for this case, it's a copy of everything that's
2 contained on the hard drive in the laptop.

3 Q. That's the laptop we just looked at, Government Exhibit
4 404?

5 A. Yes.

6 Q. You mentioned other files that are on Government Exhibit
7 403. What are those?

8 A. Those are the files that are created by the forensic
9 software that I added the image to, and that basically allows
10 an individual to review the files that are on the computer, put
11 into categories, and it makes it easier to review.

12 Q. How did Government Exhibit 403 come to contain a forensic
13 image and the other files you mentioned related to Government
14 Exhibit 404?

15 A. I copied those files onto the hard drive as an archive.

16 Q. How did you make a forensic image of Government Exhibit
17 404?

18 A. I used a forensic software running on a thumb drive. So,
19 essentially, I plugged that into the laptop. I booted the
20 laptop to the forensic software, which allowed me to extract
21 everything from the hard drive in a forensic image to another
22 hard drive.

23 Q. Is that a standard process you have used before?

24 A. Yes.

25 Q. Approximately how many times have you used that process?

M1Q8AVE3

Volchko - Direct

1 A. Probably hundreds.

2 Q. Please set aside Government Exhibit 403.

3 MR. SOBELMAN: Can we please display what is in
4 evidence as Government Exhibit 608.

5 Q. Ms. Volchko, do you recognize this?

6 A. I do.

7 Q. What is it?

8 A. This is a document that was saved on the laptop that I
9 examined.

10 Q. Ms. Volchko, how do you know that Government Exhibit 608 is
11 contained on the laptop that's marked as Government Exhibit
12 404?

13 A. I verified prior to my testimony today.

14 MR. SOBELMAN: Now, can you please show the witness
15 what is marked for identification as Government Exhibit 614.

16 Q. Ms. Volchko, do you recognize this?

17 A. I do.

18 Q. What is it?

19 A. This is the metadata that's associated with the previous
20 document.

21 MR. SOBELMAN: The government offers Government
22 Exhibit 614.

23 THE COURT: Any objection?

24 MR. AVENATTI: None.

25 THE COURT: Admitted.

M1Q8AVE3

Volchko - Direct

(Government's Exhibit 614 received in evidence)

Q. What is metadata?

A. Metadata is information about a file. So some examples, maybe the date it was created, where it was saved, the name of the document or the file.

Q. Where is this metadata from?

A. This was taken from the hard drive in the laptop; it's saved along with the file.

Q. Let's just look a few of the fields here on this.

MR. SOBELMAN: If we could enlarge the top half, please.

Q. Ms. Volchko, can you please read the name of the document?

A. It was named letter.docx.

Q. What is the file type?

A. It's a Microsoft Word document.

Q. What appears in the path field?

A. The path is where it was saved on the laptop. So it was in user folder on the desktop.

Q. What was the name of the user whose folder it was in?

A. Michael Avenatti.

Q. What was the date it was created?

A. It was created on July 30, 2018.

Q. What was the date it was accessed?

A. August 1, 2018.

Q. What is date created, date accessed, and date modified

M1Q8AVE3

Volchko - Direct

1 mean?

2 A. So the date created is when that file was created on the
3 system, on the laptop. Date access could be updated when it's
4 opened, it could be updated when it's printed. There's a
5 couple of things that would update that date. And the date
6 modified is when it was last edited.

7 MR. SOBELMAN: Let's take that large enlargement down.

8 And if you could please enlarge the bottom.

9 Q. Who is listed as the author?

10 A. Michael Avenatti.

11 Q. How is the author field filled in for a document like this?

12 A. So when you first set up Microsoft Word for the first time,
13 there are a couple of fields that you enter information in and
14 the author, the user is one of them.

15 Q. What is listed under last saved by?

16 A. Michael Avenatti.

17 Q. That's the same user that is the author of the document?

18 A. Yes.

19 Q. How much time is listed under total editing time?

20 A. Eight seconds.

21 Q. What, if anything, could a user do that might result in the
22 editing time appearing to be short even though it took the user
23 longer to create the file and its contents?

24 A. The contents in the file could be copied from somewhere
25 else and pasted into the document. It could also -- document

M1Q8AVE3

Volchko - Direct

1 could have been overwritten. So instead of selecting files
2 saved, the user could say files saved as and overwrite that
3 document.

4 Q. There is a field that says "MD5 Hash." Do you see that?

5 A. Yes.

6 Q. What is that?

7 A. It's a digital fingerprint for a file. So if there is
8 another file on the system with the same content it would have
9 the same hash.

10 MR. SOBELMAN: You can take down this document.

11 Q. Just a couple of more questions, Ms. Volchko.

12 Did you review the entire contents of the laptop marked as
13 Government Exhibit 404?

14 A. I did not.

15 Q. Why not?

16 A. That wasn't my role for this. The investigation was just
17 to process the evidence and put it up for review for the
18 investigative team.

19 Q. Aside from forensically processing the laptop marked as
20 Government Exhibit 404, did you have any other role in the
21 investigation of this investigation?

22 A. I did not.

23 MR. SOBELMAN: No further questions.

24 THE COURT: Cross-examination.

25 CROSS-EXAMINATION

M1Q8AVE3

Volchko - Cross

1 BY MR. AVENATTI:

2 Q. Ms. Volchko, good afternoon. How are you?

3 A. Good afternoon.

4 Q. You were trained at the FBI academy in Quantico, Virginia,
5 correct?

6 A. I was not.

7 Q. You were not?

8 A. No.

9 Q. What training did you receive as it relates to forensically
10 copying devices before you copied this device? Did you receive
11 any training?

12 A. I received training both from the FBI as well as other
13 outside vendors.

14 Q. What training did you receive?

15 A. I received courses in both imaging evidence and the
16 analysis of that evidence.

17 Q. What exact courses did you receive?

18 A. I received basic imaging from the FBI. I received also a
19 SANS forensics class. I received a Macintosh class.

20 Q. How long did your basic imaging class last?

21 A. I believe that one might have been a 40-hour course.

22 Q. When did you receive that?

23 A. I don't recall the exact date. It might have been in 2016.

24 Q. Did you say 2016?

25 A. Yes. That sounds right.

M1Q8AVE3

Volchko - Cross

1 Q. So that was about 40 hours. What other class do you recall
2 taking?

3 A. I took an introduction to Macintosh.

4 Q. How long was that?

5 A. I don't recall the exact amount of time.

6 THE COURT: Ms. Volchko, just keep your voice up,
7 please.

8 A. I don't recall.

9 Q. When did you take that class?

10 A. That one also might have been in 2016.

11 Q. So we have the basic class, the introduction to Macintosh.
12 What other classes?

13 A. I have taken classes for the analysis of cell phones.

14 Q. What do you mean by that, when you say analysis of cell
15 phones?

16 A. Extracting data from cell phones, as well as processing
17 that data and making it available for review, and locating
18 artifacts on cell phones.

19 Q. What do you mean when you say extracting data from cell
20 phones and analyzing artifacts from cell phones?

21 A. Using a forensic software to extract files that essentially
22 contain the information that's on a cell phone, so it could be
23 contacts, it could be messages, and then analyzing that data.

24 Q. You were not asked to look at any data from any cell phones
25 in connection with this case, were you?

M1Q8AVE3

Volchko - Cross

1 A. I was not.

2 Q. Now, you said that you have analyzed hundreds of electronic
3 devices?

4 A. Yes.

5 Q. Were they all laptops?

6 A. It was a combination of laptops, hard drives, cell phones,
7 SD cards, USB drives, various items of digital evidence.

8 Q. Why is it generally that you were asked to look at these
9 cell phones?

10 MR. SOBELMAN: Objection.

11 THE COURT: Sustained.

12 Q. Why are forensic images taken of electronic devices
13 generally?

14 A. Generally, it allows the forensic examiner to run it
15 through software without modifying the original evidence. It
16 also provides us a way to verify that nothing changed over the
17 course of our examination.

18 Q. What do you mean by that, nothing changed over the course
19 of the examination?

20 A. That the forensic image and everything that's extracted
21 from it is an accurate copy of what was on the original
22 evidence item.

23 Q. Over the course of you creating forensic images of laptops
24 and cell phones and the like, you have done so to ensure that
25 the data on the device has not been manipulated, right?

M1Q8AVE3

Volchko - Cross

1 A. Yes.

2 Q. That's a big reason why you do what you do, correct?

3 MR. SOBELMAN: Objection.

4 THE COURT: Overruled.

5 A. Yes.

6 Q. Have you understood that that's important?

7 A. Yes.

8 Q. Why is that important to make sure that you get a forensic
9 image of a laptop or cell phone to make sure the data has not
10 been manipulated, why is that important?

11 A. To make sure that what we are looking at is accurate to
12 what was on the device.

13 Q. That the data actually came from the device and has not
14 been manipulated by the user, right?

15 A. That the data was on the device, yes.

16 Q. In a legitimate form?

17 A. In the similar, like the same form.

18 Q. Because in your experience, people can manipulate data and
19 evidence from electronic devices, and one of the ways to guard
20 against that is to get a forensic image of the device, correct?

21 MR. SOBELMAN: Objection.

22 THE COURT: Sustained.

23 Q. One of the reasons why you use imaging software like you
24 did on this laptop is to make sure that the data has not been
25 manipulated in some way, correct?

M1Q8AVE3

Volchko - Cross

1 THE COURT: Sustained.

2 Let's move on, Mr. Avenatti.

3 Q. You said that you used a forensic process that you have
4 used hundreds of times, a standard process. Do you recall
5 that?

6 A. Yes.

7 Q. What have you used that process on, what kinds of devices?

8 A. Imaging is for any kind of evidence, such as a hard drive,
9 a thumb drive, a laptop, those are just a couple of examples.

10 Q. Are you familiar with Cellebrite?

11 A. I am.

12 Q. What is Cellebrite?

13 A. Cellebrite is a company that develops software for forensic
14 examiners.

15 Q. Do you use Cellebrite in the course of your work?

16 A. Yes.

17 Q. Did you use Cellebrite in connection with your work on the
18 laptop?

19 A. I believe at the time I didn't use Cellebrite, but
20 Cellebrite now owns one of the software that I used, but I
21 don't remember if that was before or after.

22 Q. Did you use FTK?

23 A. Yes. I used it for, not for the imaging, but to verify the
24 image.

25 Q. What did you use for the imaging?

M1Q8AVE3

Volchko - Cross

1 A. I used MacQuisition.

2 Q. Now, I want to show you a couple of exhibits that are in
3 evidence.

4 MR. AVENATTI: Let's go to GX 232, please.

5 Can we blow up the top half.

6 Q. Can you see that, Ms. Volchko?

7 A. I can.

8 Q. Do you recognize the format of this document?

9 A. It looks like a text file, based on the text at the top.

10 Q. Is this consistent with a printout of WhatsApp messages
11 from any of the forensic extraction tools that you are used to
12 seeing?

13 MR. SOBELMAN: Objection.

14 THE COURT: Sustained.

15 Q. This is not a Cellebrite printout, is it?

16 MR. SOBELMAN: Objection.

17 THE COURT: Sustained.

18 Q. It's not a FTK printout, is it?

19 MR. SOBELMAN: Objection.

20 THE COURT: Sustained.

21 Q. Let's take a look at 233.

22 Can you see that, Ms. Volchko?

23 A. I can.

24 THE COURT: Ms. Volchko, can I ask you, do you
25 recognize this document?

M1Q8AVE3

Volchko - Cross

1 THE WITNESS: I do not.

2 THE COURT: Let's take it down and move on, Mr.
3 Avenatti.

4 MR. AVENATTI: Can we have Exhibit 224, please.

5 THE COURT: Same question, Ms. Volchko, do you
6 recognize that exhibit?

7 THE WITNESS: I do not.

8 THE COURT: Take it down and let's move on.

9 Q. Now, I believe you testified that you were not asked to
10 review the data on the laptop, all of the data; am I right
11 about that?

12 A. That's correct.

13 Q. Who gave you that instruction?

14 A. Usually I will provide forensic images and digital evidence
15 for the investigative team to review because I don't really
16 have any knowledge of the case. So that was just the process
17 that I also did for this examination.

18 Q. Well, the jury is not aware of what you mean by
19 investigative team. So in this case, who instructed you not to
20 look at the data? Do you remember their names?

21 MR. SOBELMAN: Objection.

22 THE COURT: Overruled.

23 A. I don't believe it was a specific instruction, but that's
24 usually not my role.

25 Q. So the reason why you looked at the data is because it's

M1Q8AVE3

Volchko - Cross

1 usually not your role, but nobody told you not to look at the
2 data? Do I have that correct?

3 MR. SOBELMAN: Objection.

4 THE COURT: Why don't you just explain what you meant
5 by that, Ms. Volchko.

6 A. Can you rephrase the question?

7 Q. Sure.

8 You did not look at the data because, was it because it's
9 not your role or because someone told you not to do it?

10 A. Usually --

11 Q. I don't want you to speak about usually. I want to ask you
12 just about this specific instance, if I can focus your
13 attention as it relates to this laptop.

14 Ms. Volchko, you did not review the totality of the
15 information on the laptop, correct?

16 A. That's correct.

17 Q. And the reason why you did not review all of the
18 information on the laptop was because someone told you not to
19 or you just assumed you didn't need to?

20 A. That wasn't a part of the original request.

21 Q. OK. Who made the original request?

22 A. It was the case agent.

23 Q. Who is the case agent?

24 A. I believe the person who submitted the request was Special
25 Agent Chris Harper.

M1Q8AVE3

Volchko - Cross

1 Q. What did Mr. Harper ask you to do?

2 MR. SOBELMAN: Objection.

3 THE COURT: Overruled.

4 A. To extract data from the laptop.

5 Q. All of the data or some of the data?

6 A. All of the data.

7 Q. Then did he instruct you to do anything else?

8 A. Not in the original request.

9 Q. Was there a subsequent request?

10 A. I was asked to export the user generated files.

11 Q. The user generated files?

12 A. Yes.

13 Q. What does that mean?

14 A. It's really hard to extract every user generated file, so
15 typically I will just do categories that could be potentially
16 user data. So some of them were documents, graphics, videos,
17 archives.

18 Q. Who asked you to do that?

19 A. I don't recall.

20 Q. Was it Mr. Harper?

21 A. It may have been.

22 Q. Was it another agent?

23 A. It could have been.

24 Q. Was it Agent Penland, who is seated to my left?

25 A. It was not.

M1Q8AVE3

Volchko - Cross

1 Q. Was it one of the assistant US attorneys?

2 A. It was not.

3 Q. Did you extract the user files from the laptop?

4 A. I did.

5 Q. What did you do with them when you extracted them?

6 A. I copied them to a hard drive and provided them to a case
7 agent.

8 Q. Which case agent?

9 A. It might have been Special Agent Melissa Galicia.

10 Q. That's your best recollection?

11 A. Yes.

12 Q. I just want to make sure I understand the chronology.

13 You obtained the laptop, correct?

14 A. Correct.

15 Q. You made a forensic image of the laptop, correct?

16 A. That's correct.

17 Q. You then extracted certain files, but not all of the files,
18 from that forensic image, correct?

19 A. That's correct.

20 Q. And you then took the user files, those certain files, and
21 you gave them to the case agent, who you believe is Ms.

22 Galicia, correct?

23 A. That's correct.

24 Q. And during this time period, you knew that the laptop
25 belonged to an attorney, did you not?

M1Q8AVE3

Volchko - Cross

1 MR. SOBELMAN: Objection.

2 THE COURT: Sustained.

3 Q. When you did your analysis, did you know who the laptop
4 belonged to?

5 MR. SOBELMAN: Objection.

6 THE COURT: Sustained.

7 Q. Did you ever have any discussions with any of the agents or
8 the assistant US attorneys about the need to not look at the
9 data on the laptop because it might be covered by the
10 attorney-client privilege?

11 MR. SOBELMAN: Objection.

12 THE COURT: Sustained.

13 Are you close to wrapping up, Mr. Avenatti?

14 MR. AVENATTI: I think I have only one or two
15 questions.

16 THE COURT: Great.

17 Q. Did anyone specifically ask you to look at the data file
18 relating to the letter document that you were asked about by
19 the government?

20 A. Yes, I was asked to verify that that document was on the
21 laptop.

22 Q. Who asked you to verify that?

23 A. I don't recall the exact person.

24 Q. Was it one of the agents or one of the assistant US
25 attorneys?

M1Q8AVE3

Volchko - Cross

1 A. It was one of the attorneys, I believe.

2 Q. One of the attorneys who is seated here today?

3 A. Yes.

4 Q. Yes?

5 A. Yes.

6 Q. You just don't remember which of the three gentlemen,
7 correct?

8 A. I believe it might have been Rob Sobelman, but I don't
9 remember. He was on the e-mail. I don't remember if he was
10 the one that sent it.

11 Q. So an e-mail was sent to you about your work in connection
12 with this case, right?

13 A. Yes.

14 Q. And you communicated by e-mail back to the assistants in
15 connection with your work on this case, correct?

16 A. I don't remember if it was a phone call or an e-mail.

17 Q. You recall getting e-mails from them, right?

18 A. Yes.

19 Q. And you're not certain if you sent e-mails back, is that
20 your testimony?

21 A. I sent an e-mail back. I just don't recall.

22 Q. You don't recall when?

23 A. When the e-mail, yeah.

24 Q. You don't recall how many e-mails beyond at least the one
25 e-mail, correct?

M1Q8AVE3

1 A. That's correct.

2 MR. AVENATTI: Your Honor, could I have a sidebar,
3 please?

4 THE COURT: No.

5 MR. AVENATTI: Your Honor, I am going to reserve the
6 right to ask additional questions.

7 THE COURT: Mr. Avenatti, do you have any more
8 questions?

9 MR. AVENATTI: Not at this time, but I am going to
10 reserve my rights.

11 THE COURT: Have a seat.

12 Any redirect?

13 MR. SOBELMAN: No, your Honor.

14 THE COURT: Ms. Volchko, you may step down. Why don't
15 you just leave the exhibits that you have there on the stand
16 and counsel will retrieve it during our break.

17 Thank you. You are excused.

18 (Witness excused)

19 THE COURT: Ladies and gentlemen, sorry for eating
20 into three minutes of your lunch break, but I wanted to get the
21 witness done before our break. We will take our lunch break at
22 this time. I am going to give you my standard reminders even
23 though I am sure you could recite them with me at this point.

24 Number one, do not discuss the case with each other or
25 with anyone else; number two, don't do any research about the

M1Q8AVE3

1 case, anything about anyone involved in the case; and three,
2 please keep an open mind. You have not heard all of the
3 evidence. You haven't heard the parties' closing arguments.
4 So please keep an open mind.

5 With that, please be ready to go approximately 12:10
6 so that we can get -- let's say 12:15. I will give you until
7 12:15, and we will get started promptly when you are up here.
8 With that, enjoy your break and we will see you after the
9 break. Thank you.

10 (Jury exits courtroom)

11 THE COURT: You may be seated.

12 Two issues I want to flag and then I will hear from
13 you if you have anything, but I want to make sure you get your
14 breaks as well.

15 One, I don't know if there are more defense exhibits
16 coming down the pike, but I don't think I got copies of those
17 that were offered this morning. I really do need them so that
18 I can look at them when offered. So if you can just make sure
19 I can get copies as soon as possible I would appreciate that.

20 Number two, I want to raise an issue that the
21 government may or may not have raised on its own, but I want
22 you to think about it because I will certainly be thinking
23 about it. I think some of the questions this morning of Ms.
24 Regnier regarding the Tabs and QuickBooks raised an issue,
25 which is that, as far as I am concerned, given my ruling that I

M1Q8AVE3

1 gave on Monday, Mr. Avenatti has long had the Tabs and
2 QuickBooks records, but the government, namely, the prosecution
3 team in this case, does not. And to the extent that the
4 questions this morning suggested that the government did have
5 that available to it and is at fault, for instance, for not
6 asking her to look at it and find certain things, I think it
7 potentially leaves a misleading impression with the jury. It
8 may not warrant any correction. Maybe it does. Maybe you all
9 will find the Tabs data and the QuickBooks before the end of
10 this trial, I don't know. I just wanted to raise it as a
11 potential issue for you to think about, and if there are any
12 applications we will take it up. But that's all that needs to
13 be said on that at this point.

14 Anything from the government before we break?

15 MR. SOBELMAN: On that, I just want to note for the
16 record, and we were planning to raise this today at some point
17 anyway, we served a trial subpoena on the defendant in advance
18 of the trial some weeks ago that would cover the Tabs and
19 QuickBooks data that he has in his possession. We have never
20 received any response from that subpoena, either way. We don't
21 know whether he intends to comply or fight it or whatnot.

22 THE COURT: Was that the "if, as and when" subpoena
23 that you served?

24 MR. SOBELMAN: No, your Honor. It was actually a
25 subsequent subpoena, just a regular trial subpoena, after he

M1Q8AVE3

1 made the representation in the filing to the Court that he had
2 already reviewed that data on the server and other similar
3 documents. We have received nothing pursuant to that subpoena.

4 THE COURT: Why don't you discuss that with Mr.
5 Avenatti and standby counsel and we can take it up later,
6 perhaps. Obviously, to the extent that the data with respect
7 to Ms. Clifford is not in a usable form, which was one of the
8 issues being litigated in California, I am not sure -- it is
9 what it is and giving you something that is not usable by you
10 either doesn't do you much good.

11 Anything else from the government?

12 MR. PODOLSKY: On Mr. Janklow. In fairness to
13 Mr. Janklow, my understanding is the issue is he has travel
14 plans for tomorrow and the defense subpoenaed him last night.
15 So I just raise that for the Court's consideration.

16 THE COURT: I haven't had an opportunity to review his
17 motion. I do have it. I will be docketing it shortly if it
18 hasn't been docketed already. I will be prepared to address it
19 at the close of the day today so that there will be a ruling
20 one way or another.

21 Mr. Avenatti, do you have anything to raise?

22 MR. AVENATTI: Yes, your Honor, briefly.

23 I will wait for this Tabs issue to ripen before I
24 address it. The bottom line is I haven't had access to the
25 Tabs data. In order to update the Court, all the days are

M1Q8AVE3

1 running together, but I believe it was on Monday we were
2 dealing with the privilege review team in California, and I
3 again made a demand for the Daniels data, the Tabs data to be
4 produced to me so that I can turn it over to the government,
5 and the U.S. attorney's office in California declined to do
6 that. So I wanted to update the Court to that. I don't have
7 access to the Tabs data. To be clear, to use your Honor's
8 words, it's not in a usable form to me, the Tabs data relating
9 to Ms. Daniels. So the suggestion that I have had access to
10 that data I don't believe is accurate, but we can deal with
11 those issues when they arise.

12 As to Mr. Janklow, we oppose quashing the subpoena for
13 a myriad of reasons.

14 THE COURT: Be prepared to address that at the close
15 of the trial day.

16 Anything else that we need to deal with right now?

17 Mr. Avenatti, anything else right now?

18 MR. AVENATTI: No, your Honor.

19 THE COURT: Mr. Podolsky, do you have something else?

20 MR. PODOLSKY: What time would you like us in the
21 courtroom?

22 THE COURT: I will certainly tell you that.

23 I should also say I think the defense team did provide
24 copies of the exhibits from this morning to someone on my
25 staff. It just didn't get to me. I think one example of Ms.

M1Q8AVE3

1 Smallman's absence causing issues. So I apologize for that and
2 thank you for it.

3 Please be back in the courtroom by 12:15. We will
4 then get the jury and start promptly thereafter. The
5 government should have its next witness here and ready to go.
6 Thank you very much.

7 (Luncheon recess)

M1Q8AVE3

AFTERNOON SESSION

12:15 p.m.

(Jury not present)

THE COURT: My clerk is downstairs getting the jury.
Anything that we need to discuss?

MR. ROHRBACH: Nothing from the government.

THE COURT: Mr. Avenatti.

MR. AVENATTI: Nothing, your Honor. Thank you.

THE COURT: Can we get the next witness on the stand
and ready to go.

MR. ROHRBACH: Yes, your Honor.

THE COURT: Just step up here, sir. We will be with
you shortly.

One comment for counsel. I am going to alert the
relevant person directly as well, but I do plan to take up the
matter that we discussed earlier at 3 p.m. So I am going to
let counsel who is not present know that, and if he wishes to
appear at that time he can.

MR. AVENATTI: I wanted to make sure the Court had
received that case I passed up.

THE COURT: I did.

MR. AVENATTI: Thank you, your Honor.

THE COURT: I think they are about to arrive.

(Continued on next page)

M1Q8AVE3

Rosenman - Direct

1 (Jury present)

2 THE COURT: You may be seated.

3 Welcome back, ladies and gentlemen. I hope you
4 enjoyed your lunch break. We will pick up where we left off.

5 Government, please call your next witness.

6 MR. ROHRBACH: The government calls Jeremy Rosenman.

7 JEREMY ROSENMAN,

8 called as a witness by the government,

9 having been duly sworn, testified as follows:

10 THE COURT: Please have a seat. Since you're in the
11 witness box with the filter you can remove your mask.

12 If you could just make sure the microphone is close, I
13 would say an inch or two away from your mouth. Just please
14 begin with your name and spell it for the record.

15 THE WITNESS: Jeremy, J-E-R-E-M-Y, Rosenman,
16 R-O-S-E-N-M-A-N.

17 THE COURT: Counsel, you may proceed.

18 DIRECT EXAMINATION

19 BY MR. ROHRBACH:

20 Q. Good afternoon.

21 A. Goods afternoon.

22 Q. Where do you work?

23 A. U.S. Attorney's Office for the Southern District of New
24 York.

25 Q. What is your title there?

M1Q8AVE3

Rosenman - Direct

1 A. Special agent.

2 Q. What are your duties and responsibilities as a special
3 agent at the U.S. Attorney's Office?

4 A. I investigate violations of federal law, interview
5 witnesses and review records, primarily e-mails, financial
6 records, and other business records.

7 Q. How long have you worked at the U.S. Attorney's Office?

8 A. Since August of 2016.

9 Q. Let's turn to the case we are here for today.

10 What role have you had in preparing for this trial?

11 A. I assisted in preparing a visual financial summary of
12 certain financial transactions.

13 Q. What types of documents did you review to create the visual
14 financial summaries and to prepare for your testimony?

15 A. Primarily bank records, a few e-mails, and some other
16 business records.

17 Q. Did you have any role in the investigation that led to the
18 charges in this case?

19 A. No, I did not.

20 Q. Did you review all the documents and all the evidence
21 collected during the investigation?

22 A. No.

23 MR. ROHRBACH: Mr. de Grandpre, can we display for the
24 witness what has been marked for identification as Government
25 Exhibit 101.

M1Q8AVE3

Rosenman - Direct

1 Would you please now display Government Exhibit 104.

2 Would you now please display Government Exhibit 105.

3 Would you please now display Government Exhibit 106.

4 Q. Special Agent Rosenman, do you recognize those four
5 exhibits?

6 A. Yes.

7 Q. What is your understanding of what they are?

8 A. They are check request documents from a book publisher
9 requesting that a check be produced and issued to a payee.

10 MR. ROHRBACH: Your Honor, the government at this time
11 offers Government Exhibits 101, 104, 105 and 106.

12 MR. AVENATTI: Objection, your Honor. Foundation and
13 hearsay.

14 THE COURT: Subject to connection, counsel?

15 MR. ROHRBACH: Subject to connection.

16 THE COURT: Admitted subject to connection.

17 Ladies and gentlemen, what that means is that right
18 now the proper foundation has not been laid for these actually
19 to be admitted into evidence. But as long as that foundation
20 is later laid, they can come into evidence for all purposes,
21 and if and when that happens, I will advise you. But this
22 enables this witness to testify about the exhibits even though
23 the connection that would confirm their admissibility has not
24 yet been made. Since a trial can proceed only witness by
25 witness, that is permitted under some circumstances, and I will

M1Q8AVE3

Rosenman - Direct

1 allow it here. So subject to connection, these are admitted,
2 and I will let you know if or when that connection is made, and
3 if it's not, I will instruct you that you should not consider
4 these exhibits.

5 (Government's Exhibits 101, 104, 105, 106 received in
6 evidence)

7 MR. ROHRBACH: Mr. de Grandpre, would you please
8 display for the jury what is already in evidence as Government
9 Exhibit 234.

10 BY MR. ROHRBACH:

11 Q. Special Agent Rosenman, have you seen this before?

12 A. Yes.

13 Q. What is your understanding of what it is?

14 A. It's an e-mail from Janklow & Nesbit detailing payments
15 that were made to Stormy Daniels and to Michael Avenatti.

16 Q. Zooming in on the area numbered 1, 2 and 3, what were you
17 asked to do with regard to these payments?

18 A. To illustrate the path of the money from St. Martin's Press
19 to Janklow & Nesbit and then to their next destination.

20 MR. ROHRBACH: Mr. de Grandpre, would you please put
21 up for the witness what has been marked for identification as
22 Government Exhibit 701.

23 Q. Special Agent Rosenman, what is this?

24 A. This is one of the visual summaries that I assisted in
25 preparing.

M1Q8AVE3

Rosenman - Direct

1 Q. Did you participate in making this summary?

2 A. Yes, I did.

3 Q. Do you see the list of exhibits at the bottom of this
4 chart?

5 A. Yes, I do.

6 Q. In your preparation for your testimony today, did you
7 review these exhibits?

8 A. Yes.

9 Q. Are they voluminous?

10 A. They are.

11 Q. Is this chart a fair and accurate summary of those
12 exhibits?

13 A. Yes, it is.

14 MR. ROHRBACH: The government offers Government
15 Exhibit 701 pursuant to Rule 1006.

16 THE COURT: Any objection?

17 MR. AVENATTI: Foundation; hearsay.

18 THE COURT: Overruled. Admitted.

19 (Government's Exhibit 701 received in evidence)

20 MR. ROHRBACH: Mr. de Grandpre, would you please
21 publish this for the jury.

22 Q. Let's start at a high level.

23 Special Agent Rosenman, what is this document now that
24 the jury can see it?

25 A. So this is a visual presentation of the payments that we

M1Q8AVE3

Rosenman - Direct

1 just described moving from St. Martin's Press, and then showing
2 the flow of funds to Janklow & Nesbit, and then to an account
3 for Stormy Daniels at the top you could see, and then Michael
4 Avenatti, and it details each payment after that.

5 Q. What records were used to make this chart, what categories
6 of records?

7 A. So the business records, some e-mails, the e-mail that was
8 just discussed, and bank records.

9 Q. When there are boxes on this chart, what do they mean?

10 A. So starting from the left, the initial starting point is
11 St. Martin's Press and then the next box is the next
12 destination of the funds. So it's just a flow of funds moving
13 from left to right.

14 Q. Directing your attention to the column of boxes on the
15 right, when they contain an X and a number, what does that
16 mean?

17 A. Those are the last four digits of the bank account number.

18 Q. When there are arrows on this chart, what do those arrows
19 represent?

20 A. They indicate the direction of the flow of funds.

21 Q. When there is an arrow, does it mean that there was only
22 one transaction or multiple transactions?

23 A. In several instances there were several transactions that
24 underlie that arrow that's a total amount for several
25 transactions.

M1Q8AVE3

Rosenman - Direct

1 Q. Can you explain to the jury what you mean by that?

2 A. Yes. So there may be two or three transfers that total one
3 of those numbers above an arrow.

4 Q. I would like to walk through the top row of this slide.

5 Do you see where it says April 2018?

6 A. Yes.

7 Q. Do you see the arrow from St. Martin's Press to Janklow &
8 Nesbit Associates?

9 A. Yes.

10 Q. What does that arrow mean?

11 A. It means that there was a \$250,000 payment from St.
12 Martin's Press to Janklow & Nesbit Associates.

13 Q. How do you know that?

14 A. The check request document that was mentioned earlier as
15 well as the e-mail, internal Janklow e-mail that described how
16 they received the payment and then broke it up and then
17 transferred additional funds on.

18 MR. ROHRBACH: Mr. de Grandpre, will you leave this up
19 but put Government Exhibit 101 next to it.

20 Q. You mentioned a check, I believe a check requisition form.
21 Is that the document we are looking at on the right?

22 A. That's correct.

23 Q. Directing your attention to the date on the top right
24 corner, what is the date of that form?

25 A. April 11, 2018.

M1Q8AVE3

Rosenman - Direct

1 Q. Directing your attention to the "check payable to" section
2 on the left, who is this check payable to?

3 A. Janklow & Nesbit Associates.

4 Q. Directing your attention to the amount, what is the amount?

5 A. \$250,000.

6 MR. ROHRBACH: Mr. de Grandpre, you can take down
7 Government Exhibit 101, but if you would leave up Government
8 Exhibit 701.

9 Q. Turning to the top row of this document, do you see the
10 arrows to the right of the box that says Janklow & Nesbit
11 Associates?

12 A. Yes.

13 Q. What do those arrows mean?

14 A. Those indicate the net amounts that were then transferred.
15 In the top arrow, in that instance, \$212,500 was transferred to
16 Stormy Entertainment, and the bottom arrow, \$6,250 was
17 transferred to Michael Avenatti.

18 Q. What is \$250,000 minus 15 percent? A little math problem.

19 A. Say that again.

20 Q. \$250,000, the number to the left of the Janklow & Nesbit
21 Associates, minus 15 percent?

22 A. It's \$212,500.

23 Q. The number below that, \$6,250, is that 2.5 percent of
24 \$250,000?

25 A. Yes, it is.

M1Q8AVE3

Rosenman - Direct

1 THE COURT: Sorry?

2 MR. AVENATTI: Leading, your Honor.

3 THE COURT: It's just basic math. I will overrule it.

4 MR. ROHRBACH: Mr. de Grandpre, would you please pull
5 up Government Exhibit 107.

6 Q. Special Agent Rosenman, what is the date -- first of all,
7 Special Agent Rosenman, what is this document?

8 A. This is a wire request detail from Chase Online.

9 Q. What is the date of this wire?

10 A. April 11, 2018.

11 Q. What is the amount of the wire?

12 A. \$212,500.

13 Q. Directing your attention to the top row, where is this wire
14 directed?

15 A. Stormy Entertainment, account ending 9205.

16 Q. Let's put this side by side with Government Exhibit 301B.

17 Special Agent Rosenman, what account is this for on the
18 right?

19 A. Stormy Entertainment Inc., account ending 9205.

20 Q. Is that the same account as the recipient of the wire named
21 in Government Exhibit 107?

22 A. Yes, it is.

23 Q. Let's turn to page 3 of Government Exhibit 301B.

24 Special Agent Rosenman, what is the entry at the top?

25 A. That shows a deposit on April 11, 2018 of the wire from

M1Q8AVE3

Rosenman - Direct

1 Janklow & Nesbit for \$212,500.

2 Q. Just for clarity, is that the same wire described on
3 Government Exhibit 107?

4 A. Yes.

5 MR. ROHRBACH: Mr. de Grandpre, would you go back to
6 Government Exhibit 701 for a moment.

7 Q. Special Agent Rosenman, where is that wire reflected on
8 this chart?

9 A. It is the arrow with the number \$212,500 above it, pointing
10 towards the box that says Stormy Entertainment, account ending
11 9205.

12 Q. Are those records how you generated the arrow on this
13 chart?

14 A. Yes.

15 MR. ROHRBACH: Mr. de Grandpre, would you leave this
16 up, and also next to it please put up Government Exhibit 303A.

17 Q. Special Agent Rosenman, directing your attention to the top
18 of Government Exhibit 303A, what is the name of this bank
19 account?

20 A. Michael J. Avenatti, Esq. Attorney Client Trust Account.

21 Q. While we are looking at this document, what is it?

22 A. This is a bank opening agreement -- bank account opening
23 agreement.

24 MR. ROHRBACH: Mr. de Grandpre, if you would scroll
25 down to the bottom of page 2.

M1Q8AVE3

Rosenman - Direct

1 Q. Who is an authorized signer on this page?

2 A. Michael J. Avenatti.

3 MR. ROHRBACH: Mr. de Grandpre, would you scroll down
4 to the top of page 3.

5 Q. Who is another authorized signer of this account?

6 A. Judy K. Regnier.

7 Q. What is the last four digits of this account number?

8 A. 3512.

9 MR. ROHRBACH: Now, Mr. de Grandpre, if you would
10 scroll to page 21 of Government Exhibit 301A.

11 Would you zoom in on the top row, the top two rows of
12 the spreadsheet.

13 Q. Special Agent Rosenman, what is this we are looking at?

14 A. This is a summary as part of the bank records that shows
15 the incoming wires into this account.

16 Q. Directing your attention to the third column from the right
17 where it says "tran date," what does that mean?

18 A. Transaction date.

19 Q. What is the date in the first row?

20 A. May 10, 2018.

21 Q. Where is that wire from?

22 A. Janklow & Nesbit Associates.

23 Q. Who is it to?

24 A. Michael Avenatti, Esq.

25 Q. What is the amount of that?

M1Q8AVE3

Rosenman - Direct

1 A. \$6,250.

2 Q. Now, looking back at Government Exhibit 701 on the left, is
3 that wire reflected on Government Exhibit 701?

4 A. Yes.

5 Q. Can you describe for the jury where?

6 A. Following line number 1, to the right you will see a \$6,250
7 listed above an arrow, and then pointing to the box that says
8 Michael Avenatti X3512.

9 MR. ROHRBACH: Mr. de Grandpre, you can leave up 701
10 and take down the other exhibit, please.

11 Q. Let's now talk about the second row here.

12 Do you see where it says August 2018?

13 A. Yes.

14 Q. What does the arrow to the right of the box that says "St.
15 Martin's Press" mean?

16 A. It indicates another payment from St. Martin's Press to
17 Janklow & Nesbit for \$175,000.

18 Q. Do you see the arrows to the right of the Janklow & Nesbit
19 Associates box?

20 A. Yes.

21 Q. What do those arrows mean?

22 A. Those indicate the net payment from that initial payment
23 and how they were directed to two additional accounts.

24 Q. Can you please describe for the jury what those additional
25 accounts were and how much the net payments were?

M1Q8AVE3

Rosenman - Direct

1 A. \$148,750 was wired to Avenatti & Associates' trust account,
2 account ending in 4779, and \$4,375 was wired to Michael
3 Avenatti's account ending in 3512.

4 Q. What are those arrows based on?

5 A. Bank records as well.

6 MR. ROHRBACH: Mr. de Grandpre, would you leave this
7 up and please pull up next to it Government Exhibit 302E.

8 Would you please turn to page 24 of this exhibit.

9 First, Mr. de Grandpre, if you would magnify the top
10 right of this page.

11 If you would move that over so you can still see.

12 Thank you.

13 Q. Special Agent Rosenman, what are the last four digits of
14 this account number.

15 A. 4779.

16 MR. ROHRBACH: Mr. de Grandpre, if you would remove
17 the box.

18 Q. Special Agent Rosenman, what is the name of this account?

19 A. State Bar of California, Avenatti & Associates Professional
20 Corporation Attorney Client Trust Account.

21 Q. I would like to ask you a few questions about this account
22 before we get into the record in particular.

23 What period of financial statements did you review for
24 this account?

25 A. From the account opening in mid-March to about November 1,

M1Q8AVE3

Rosenman - Direct

1 when the balance in the account was zero dollars.

2 Q. What were the sources of funds into this account?

3 A. Either, generally, transfers from other accounts controlled
4 by Mr. Avenatti, interest payments, and deposits from
5 CrowdJustice.

6 Q. Over the time period that you reviewed, approximately how
7 much money was deposited by CrowdJustice?

8 A. Approximately \$580,000.

9 Q. So now focusing again on Government Exhibit 302, page 24.

10 MR. ROHRBACH: Mr. de Grandpre, would you magnify the
11 area that says "five deposits/credits."

12 Q. First, Special Agent Rosenman, do you see the first entry
13 there?

14 A. Yes.

15 Q. What is that?

16 A. It's a \$671.85 deposit from CrowdJustice.

17 Q. Is that the site you just mentioned?

18 A. Yes.

19 MR. ROHRBACH: Mr. de Grandpre, would you please
20 reduce that box.

21 You can just take the box down.

22 Would you scroll to page 28, I think.

23 It's page 24.

24 Your Honor, just a technical issue. We are switching
25 to the elmo.

M1Q8AVE3

Rosenman - Direct

1 THE COURT: All right.

2 MR. ROHRBACH: Mr. de Grandpre, you can take down
3 Government Exhibit 302 and just leave up 701 there.

4 Q. Special Agent Rosenman, looking now at the second row here.

5 A. Yes.

6 Q. What is that row?

7 A. The second row of the deposits you mean?

8 Q. Yes.

9 A. It shows a deposit on August 1, 2018 of \$125,000 from
10 Janklow & Nesbit Associates.

11 Q. What is the next row?

12 A. A deposit on August 3, 2018 for \$23,750, also from Janklow
13 & Nesbit.

14 THE COURT: Counsel, can you just clarify what exhibit
15 we are looking at now.

16 MR. ROHRBACH: This is the same exhibit, 302E. It
17 should be page 24.

18 THE COURT: Thank you.

19 Q. Special Agent Rosenman, I think I just asked you, but to
20 make sure the jury heard it, would you tell the jury what the
21 third row of this section ask?

22 A. Yes. It's a deposit on August 3, 2018 for \$23,750 from
23 Janklow & Nesbit.

24 Q. What is the sum of those two wires from Janklow & Nesbit?

25 A. \$148,750.

M1Q8AVE3

Rosenman - Direct

1 Q. I would like to go back now to Government Exhibit 701.

2 Are those two wires reflected on this chart?

3 A. Yes.

4 Q. Where?

5 A. The total above the arrow pointing to the last box on the
6 right that says Avenatti & Associates Trust Account, \$148,750.

7 Q. One more question while we are here.

8 Directing your attention to the Stormy Entertainment
9 account ending in 9205, in the top right corner, what was the
10 last bank record for that account that you reviewed?

11 A. February of 2019.

12 Q. Was that account open or closed at the time?

13 A. It was open.

14 Q. So based on your review of bank records, was the 9205
15 account opened in August of 2019?

16 A. Yes.

17 MR. ROHRBACH: So, Mr. de Grandpre, would you leave up
18 Government Exhibit 701 and please pull up on the other side
19 Government Exhibit 303A, page 1.

20 Q. Special Agent Rosenman, would you tell the jury the name of
21 this account?

22 A. Michael J. Avenatti, Esq. Attorney Client Trust Account.

23 Q. What are the last four digits of this account?

24 A. 3512.

25 Q. Would you remind the jury where this account appears on

M1Q8AVE3

Rosenman - Direct

1 your chart?

2 A. Yes. If we are looking at the second payment in August
3 2018, and you follow that to the right, you will see a blue box
4 that says Michael Avenatti X3512, that box represents this
5 account.

6 Q. Let's go to page 21 of this exhibit.

7 MR. ROHRBACH: Mr. de Grandpre, would you please
8 magnify the box.

9 Q. Special Agent Rosenman, would you remind the jury what this
10 box is?

11 A. This is a summary of wires into this account.

12 Q. I would like to direct your attention to the seventh row,
13 which is dated September 5, 2018. Is that correct?

14 A. Yes.

15 MR. ROHRBACH: Mr. de Grandpre, is there a way you can
16 magnify on that one row.

17 Q. What does this row reflect?

18 A. An incoming wire.

19 Q. Who is the wire from?

20 A. Geragos & Geragos APC.

21 Q. For how much money is that wire?

22 A. \$250,000.

23 Q. Just to be clear, what is the date that this wire was
24 received?

25 A. September 5, 2018.

M1Q8AVE3

Rosenman - Direct

1 Q. Looking over at the Government Exhibit 701, where in the
2 timeline of Government Exhibit 701 does this wire fall?

3 A. It's between the second and third payments, between August
4 2018 and September 2018.

5 MR. ROHRBACH: Mr. de Grandpre, if you would please
6 scroll down to the top of page 22 of Government Exhibit 301.

7 Would you magnify the check on the top left-hand
8 corner.

9 Q. Special Agent Rosenman, what is this?

10 A. It's a cashier's check.

11 Q. What is the date of the cashier's check?

12 A. September 5, 2018.

13 Q. Is it the same date as the wire we just looked at?

14 A. Yes, it is.

15 Q. Who is the recipient of this cashier's check?

16 A. Stormy Entertainment.

17 Q. How much money is this check for?

18 A. \$148,750.

19 Q. Now, looking back at Government Exhibit 701, is that the
20 same amount of money as the net amount of money that went into
21 the Avenatti & Associates trust account in line 2?

22 A. Yes, it is.

23 MR. ROHRBACH: On Government Exhibit 303A, Mr. de
24 Grandpre, would you turn to page 19 and magnify the daily
25 balances section.

M1Q8AVE3

Rosenman - Direct

1 Q. On this statement, what was the balance of the account at
2 the beginning of the month that this check was purchased?

3 A. \$585.05.

4 Q. Did you identify any other deposits into the account this
5 month that were at least \$148,000?

6 A. No.

7 Q. So without that wire, could this account have purchased the
8 check we just saw?

9 A. No.

10 MR. AVENATTI: Objection. Speculation.

11 THE COURT: Overruled.

12 MR. ROHRBACH: Thank you, Mr. de Grandpre. You can
13 take down Government Exhibit 303A, but please leave up
14 Government Exhibit 701.

15 Your Honor, my understanding is the record may not be
16 clear because of the objection. So if I may repeat the last
17 question to Special Agent Rosenman.

18 Q. Could the bank account we just looked at have purchased the
19 cashier's check without having received the wire that we looked
20 at?

21 A. No.

22 Q. So now, directing your attention to the third row here.

23 The arrow to the right of St. Martin's Press, what
24 does that mean?

25 A. Again, it's a payment showing from St. Martin's Press to

M1Q8AVE3

Rosenman - Direct

1 Janklow & Nesbit for \$175,000.

2 Q. Do you see the arrows to the right of the Janklow & Nesbit
3 Associates box?

4 A. Yes.

5 Q. What do they mean?

6 A. That shows the flow of funds from Janklow & Nesbit, the net
7 amounts that were broken up between Avenatti & Associates trust
8 account 4779, and the Michael Avenatti account ending in 3512.

9 MR. ROHRBACH: I would like to briefly put up one more
10 page from Government Exhibit 302E.

11 Your Honor, this is Government Exhibit 302E, page 30.

12 Q. First, at the top, Special Agent Rosenman, would you remind
13 the jury of the last four digits of this account?

14 A. 4779.

15 Q. Then, directing your attention down to the deposit section
16 and to the fourth row, what is the fourth deposit?

17 A. It shows a deposit on September 17, 2018 of \$148,750 from
18 Janklow & Nesbit.

19 MR. ROHRBACH: You can take down Government Exhibit
20 302 here.

21 We will go back to Government Exhibit 701.

22 Q. Directing your attention to the fourth row and to the arrow
23 to the right of St. Martin's Press, what does that arrow?

24 A. That's another payment of \$200,000 to Janklow & Nesbit
25 Associates.

M1Q8AVE3

Rosenman - Direct

1 Q. Do you see the arrows to the right of the Janklow & Nesbit
2 Associates box?

3 A. Yes.

4 Q. What do they mean?

5 A. Those are the additional -- the further flow of funds, the
6 net amounts that then flowed from Janklow & Nesbit to Stormy
7 Entertainment, account ending in 7417, and Avenatti LLP,
8 account ending 8611.

9 Q. What were those amounts?

10 A. To Stormy Entertainment, the amount was \$170,000; and to
11 Avenatti LLP, the amount was \$5,000.

12 Q. Just to be clear, for this transaction, no money was sent
13 from Janklow & Nesbit Associates to the 4779 Avenatti
14 Associates account, is that correct?

15 A. That's correct.

16 MR. ROHRBACH: At this point, I would like to read a
17 stipulation between the parties into the record, your Honor.

18 THE COURT: What is the number, please?

19 MR. ROHRBACH: Government Exhibit S3.

20 THE COURT: All right. You may proceed.

21 MR. ROHRBACH: Would you please put up for counsel and
22 the Court Government Exhibit S3.

23 It is hereby stipulated by the parties that:

24 On April 11, 2018, at approximately 1:06 p.m., a
25 representative of Janklow & Nesbit Associates ("Janklow &

M1Q8AVE3

Rosenman - Direct

1 Nesbit") sent an interstate wire from Janklow & Nesbit's bank
2 account, with an account number ending in 0570, in the amount
3 of \$212,500, from New York, New York, to a bank account
4 entitled Stormy Entertainment, with an account number ending in
5 0570 in California.

6 Your Honor, I will offer Government Exhibit S3 so that
7 the jury may see it while I read it.

8 THE COURT: Admitted.

9 (Government's Exhibit S3 received in evidence)

10 MR. ROHRBACH: 2. On August 1, 2018, at approximately
11 12:45 p.m. Eastern Time, a representative of Janklow & Nesbit
12 sent an interstate wire from Janklow & Nesbit's bank account,
13 with an account number ending in 0570, in the amount of
14 \$125,000, from New York, New York, to a bank account entitled
15 Avenatti & Associates Attorney Client Trust Account, with an
16 account number ending in 4779, in California.

17 3. On August 3, 2018, at approximately 1:49 p.m.
18 Eastern Time, a representative of Janklow & Nesbit sent an
19 interstate wire from Janklow & Nesbit's bank account, with an
20 account number ending in 0570, in the amount of \$23,750, from
21 New York, New York to a bank account entitled Avenatti &
22 Associates Attorney Client Trust Account, with an account
23 number ending in 4779, in California.

24 4. On September 17, 2018, at approximately 11:45 a.m.
25 Eastern Time, a representative of Janklow & Nesbit sent an

M1Q8AVE3

Rosenman - Direct

1 interstate wire from Janklow & Nesbit's bank account, with an
2 account number ending in 0570, in the amount of \$148,750, from
3 New York, New York to a bank account entitled Avenatti &
4 Associates Attorney Client Trust Account, with an account
5 number ending in 4779, in California.

6 5. On February 22, 2019, a representative of Janklow
7 & Nesbit sent an interstate wire from Janklow & Nesbit's bank
8 account in the amount of \$170,000, from New York, New York to a
9 bank account entitled Stormy Entertainment Inc., with an
10 account number ending in 7417, in Texas.

11 It's further stipulated that this stipulation marked
12 as Government Exhibit S3 may be received in evidence at trial.

13 THE COURT: Thank you.

14 MR. ROHRBACH: So shifting gears, Mr. de Grandpre,
15 would you please put up for the witness what has been marked
16 for identification as Government Exhibit 702.

17 BY MR. ROHRBACH:

18 Q. Special Agent Rosenman, what is this?

19 A. This is a continuation of the flow of funds for the second
20 payment in August of 2018.

21 Q. What kind of document is this?

22 A. It just summarizes the transactions.

23 Q. Did you participate in making this summary?

24 A. Yes, I did.

25 Q. Do you see the list of exhibits at the bottom of this

M1Q8AVE3

Rosenman - Direct

1 chart?

2 A. Yes.

3 Q. In preparation for your testimony today, did you review the
4 exhibits referenced here?

5 A. I did.

6 Q. Are they voluminous?

7 A. They are.

8 Q. Is this chart a fair and accurate summary of those
9 exhibits?

10 A. Yes.

11 MR. ROHRBACH: The government offers Government
12 Exhibit 702 pursuant to Rule 1006.

13 MR. AVENATTI: Objection. Foundation; hearsay.

14 THE COURT: Overruled. Admitted.

15 (Government's Exhibit 702 received in evidence)

16 MR. ROHRBACH: Mr. de Grandpre, would you please
17 display this for the jury.

18 Q. Directing your attention, Special Agent Rosenman, to the
19 top right, what do the dates there mean?

20 A. This is the period of time that the summary represents.

21 Q. When you say that, what do you mean that is the period of
22 time that the summary represents?

23 A. So the transactions detailed on the summary occurred
24 between this period of August 1, 2018 and September 12, 2018.

25 Q. Why did you review those dates?

M1Q8AVE3

Rosenman - Direct

1 A. That's from when the payment was received, and then
2 September 12 is when the funds from that deposit appear to be
3 exhausted.

4 Q. When you see boxes or circles on this chart, what does that
5 mean?

6 A. That's the accounts or the total of amounts that were
7 either transferred or either being deposited or withdrawn from
8 these accounts.

9 Q. When you see an X with a number inside one of those
10 circles, what does that indicate?

11 A. That's the last four digits of the account that was
12 receiving funds.

13 Q. When there are arrows on this chart, how many transactions
14 do they represent?

15 A. It could be many or it could just be one.

16 Q. Special Agent Rosenman, first, do you see the arrow to the
17 right of the Janklow & Nesbit Associates circle?

18 A. Yes.

19 Q. What does that mean?

20 A. That shows the direction of funds from Janklow & Nesbit to
21 Avenatti & Associates trust account ending in 4779.

22 Q. How much money moved into that account?

23 A. \$148,750.

24 Q. Is that one of the payments we were just discussing on
25 Government Exhibit 701?

M1Q8AVE3

Rosenman - Direct

1 A. Yes, it was payment number two.

2 Q. What does the blue box below the circle that says X4779
3 indicate?

4 A. That indicates other deposits that were made into that
5 account during this time period.

6 Q. Approximately how much money was deposited into the 4779
7 account during the time period you looked at?

8 A. \$34,970.

9 Q. Approximately what was the starting balance of the 4779
10 account at the beginning of the time period we are talking
11 about?

12 A. Approximately \$1200.

13 Q. Approximately what was the balance at the end of that
14 period we are talking about?

15 A. About \$500.

16 Q. What does that tell you about what happened to the money in
17 the 4779 account?

18 MR. AVENATTI: Objection, your Honor.

19 THE COURT: Overruled.

20 A. That the funds that were deposited into the account were
21 used or withdrawn from the account.

22 Q. What do the arrows to the right of the Avenatti &
23 Associates account show?

24 A. The further flow of the funds from the account ending in
25 4779 and then the next destination.

M1Q8AVE3

Rosenman - Direct

1 Q. How did you generate these numbers?

2 A. By looking at the bank records for all of these accounts.

3 Q. Do these numbers on the right total up to \$148,750, the
4 number on the left?

5 A. No, they don't.

6 Q. Why not?

7 A. Because it has to take into account the starting balance as
8 well as the other amounts in. All of that money was mixed
9 together and then withdrawn at different times, so it's not an
10 exact total of the 148,750.

11 Q. Let's first talk about the blue box on the top right.

12 What does that indicate?

13 A. That is payments to various security vendors.

14 Q. How much money was paid to various security vendors out of
15 this account in the time period you looked at?

16 A. \$63,719.

17 Q. Now, directing your attention to the three circles below
18 that, have you reviewed bank statements for each of those
19 entities?

20 A. Yes.

21 Q. Who are the authorized signers for those entities?

22 A. For all three Michael Avenatti was, and in some instances
23 Judy Regnier was as well.

24 Q. Let's focus on one example.

25 MR. ROHRBACH: Mr. de Grandpre, would you leave this

M1Q8AVE3

Rosenman - Direct

1 up and please pull up Government Exhibit 302G.

2 Would you please turn to page 7 of this exhibit.

3 Q. Special Agent Rosenman, what is this that we are looking
4 at?

5 A. This is a bank signature card.

6 Q. What is a signature card?

7 A. It is a way a bank memorializes an account holder's
8 signature and that gives them access to the account.

9 Q. What is the name of this account?

10 A. Passport 420 LLC.

11 Q. Who are the authorized signers of this account?

12 A. Michael J. Avenatti and Judy K. Regnier.

13 MR. ROHRBACH: Mr. de Grandpre, would you please turn
14 to page 1 of Government Exhibit 302G.

15 Would you please zoom in on the section called
16 "deposits."

17 Q. Special Agent Rosenman, directing your attention -- first
18 of all, what is this section we are looking at here?

19 A. These are deposits that were made into this account.

20 Q. Directing your attention to the third line, what is that?

21 A. It's a deposit of \$3,000 on August 20, 2018.

22 Q. What account is it from?

23 A. The account ending in 4779.

24 (Continued on next page)

MlqWave4

Rosenman - Direct

1 BY MR. ROHRBACH:

2 Q. How do you know that?

3 A. On the statements for the account ending in 4779 it listed
4 this account as the recipient of the wire.

5 MR. ROHRBACH: All right. Mr. de Grandpre, you can
6 take this section down.

7 Q. Is that wire indicated on Government Exhibit 702, to the
8 left?

9 A. Yes.

10 Q. Can you please tell the jury where?

11 A. The third circle down on the right, that shows that \$3,000
12 above the arrow and pointing toward Passport 420 LLC.

13 MR. ROHRBACH: All right. Mr. de Grandpre, on page 1
14 on Government Exhibit 302G, would you please magnify the
15 section called charges debits.

16 Q. Special Agent Rosenman, what is this section?

17 A. These are debits from the account during this month.

18 Q. Directing your attention -- let's just take a few examples.
19 Directing your attention to the \$25 charge on August 10, what
20 is that for?

21 A. A barber shop, Ferg's Barber Shop.

22 MR. ROHRBACH: Mr. de Grandpre, would you please
23 scroll to page 2 of this -- I'm sorry. Page 3. And can we
24 magnify the expenses section again.

25 Q. Special Agent Rosenman, on August 23, the first charge,

MlqWave4

Rosenman - Direct

1 what is that for?

2 A. \$275.18 for Porter House Bar and.

3 Q. And directing your attention to the last expense on August
4 28 for \$99, what is that expense for?

5 A. For 99.99 to SiriusXM.com.

6 MR. ROHRBACH: All right. Let's look at one other
7 account on this chart. Mr. de Grandpre, if you could leave up
8 Government Exhibit 702 and please put up Government Exhibit
9 302C.

10 Q. Special Agent Rosenman, what is the name of this account?

11 A. Avenatti & Associates Professional Corp.

12 Q. And what are the last four digits of the account number?

13 A. 0661.

14 Q. Does it appear on -- does this account appear on Government
15 Exhibit 702?

16 A. Yes, it does. It's the second circle down from the right.

17 Q. And what is the starting balance -- sorry.

18 What is the date of this statement, first? Directing your
19 attention to the top right.

20 A. The statement date is August 31, 2018.

21 Q. So what period does it cover?

22 A. The month of August.

23 Q. Directing your attention to the previous balance, what's
24 the previous balance?

25 A. It's a negative \$1,143.32.

MlqWave4

Rosenman - Direct

1 MR. ROHRBACH: All right. And let's look at just a
2 few of the expenses from this account as well.

3 Q. Let's turn to page 3, and looking at the section called
4 charges and debits, what is the first expense here?

5 A. This is a \$4,000 wire out on August 1, 2018, to Mareli
6 Miniutti.

7 MR. ROHRBACH: All right. And if you would please now
8 scroll to the next page, Mr. de Grandpre. And zooming in on
9 the payments -- the charges on August 7.

10 Q. What is the expense on August 7 for \$1,028?

11 A. It says Boardman. Oh, Best Buy. I'm sorry.

12 MR. ROHRBACH: Thank you, Mr. de Grandpre. You can
13 put that down.

14 Turning now to page 6 of this document and zooming in
15 on -- actually, you can just scroll to page 7 of the document.
16 Zooming in on the expenses on August 28.

17 Q. What is the expense for \$129.28?

18 A. Lego Imagination Center.

19 MR. ROHRBACH: And now, Mr. de Grandpre, would you
20 turn to page 13.

21 THE COURT: Mr. Rohrbach, these are in evidence.
22 You'll have an opportunity to argue later about them. I'd ask
23 you to move on as well.

24 MR. ROHRBACH: Your Honor, I have only one more
25 expense here, and then I'll move on.

MlqWave4

Rosenman - Direct

1 THE COURT: All right. One more.

2 MR. ROHRBACH: Thank you.

3 On 9/7, would you please highlight the expenses.

4 Q. And Special Agent Rosenman, the third expense here, what is
5 that?

6 A. \$1,900 to Geoffrey Johnson.

7 MR. ROHRBACH: Moving on. Mr. de Grandpre, would you
8 please turn to page 16 of this document.

9 Q. And directing your attention to the section called daily
10 balances, what does this section mean?

11 A. This was the ending balance on each day that a transaction
12 occurred in the account.

13 Q. What was the account ending balance on the last day of the
14 period that you looked at?

15 A. It's -- it was \$6,093.07.

16 MR. ROHRBACH: You can take down Government Exhibit
17 302C and go back to just Government Exhibit 702.

18 Q. Special Agent Rosenman, how much money went from the 4779
19 account to the 0661 account during the period that you looked
20 at?

21 A. \$89,400.

22 Q. What does the account ending balance at the period you
23 looked at tell you about what happened to the \$89,400?

24 A. That it had been spent or withdrawn.

25 Q. For the three accounts on the right of this line, the 0661

MlqWave4

Rosenman - Direct

1 account, the 9257 account, and the 5487 account, during the
2 time period you looked at, how many wire transfers did you see
3 from those three accounts to any accounts named Stormy
4 Entertainment?

5 A. None.

6 Q. How many wire transfers from those accounts to any
7 individual account named Stephanie Clifford?

8 A. None.

9 Q. And how many individual or account names Stormy Daniels?

10 A. I didn't see any.

11 MR. ROHRBACH: All right. Let's now turn to page 2 of
12 Government Exhibit 702. First, Mr. de Grandpre, if we could
13 scroll up a little bit just so we can see the dates.

14 Thank you.

15 Q. Special Agent Rosenman, directing your attention to the top
16 right corner, what are those dates?

17 A. This is, again, the time period that the chart covers, the
18 summary period, September 17, 2018, through October 2, 2018.

19 Q. And why did you pick those dates?

20 A. That's when the initial payment is received, and then at --
21 the ending period is when the funds appear to be exhausted.

22 Q. And how many weeks is that?

23 A. About two.

24 Q. All right. And again, if there are arrows on this chart,
25 does it reflect one payment or multiple payments?

MlqWave4

Rosenman - Direct

1 A. It could be multiple payments.

2 Q. Special Agent Rosenman, do you see the arrow to the right
3 of the Janklow & Nesbit Associates circle?

4 A. Yes.

5 Q. What does that mean?

6 A. That is the payment for \$148,750 to Avenatti & Associates
7 Trust account ending in 4779.

8 Q. Is that one of the payments we discussed earlier?

9 A. Yes.

10 Q. Which one?

11 A. The third payment.

12 Q. Do you see the arrow to the right of that circle, directed
13 toward the circle that says Eagan Avenatti Trust account 4613?

14 A. Yes.

15 Q. What does that arrow mean?

16 A. That that money was then transferred to that account ending
17 in 4613.

18 Q. I'd like to focus on the Eagan Avenatti 4613 account. Who
19 are the authorized signers for that account?

20 A. Mr. Avenatti and Judy Regnier.

21 MR. ROHRBACH: All right. Let's actually look at that
22 record.

23 Mr. de Grandpre, would you mind pulling up next to
24 this Government Exhibit 302D. And let's turn to the section
25 called deposits.

MlqWave4

Rosenman - Direct

1 Q. The second-to-last row of the deposits here, what is that
2 row?

3 A. On September 28, there's a \$50,000 transfer.

4 Q. What account is that transferred from?

5 A. The account ending in 4779.

6 Q. And how can you tell that?

7 A. If -- in the description, it says transfer from DDA 4779.

8 Q. And were there other transfers from the 4779 account to
9 this account during the period that you looked at?

10 MR. AVENATTI: Leading.

11 THE COURT: Sustained.

12 MR. ROHRBACH: Sorry, your Honor. I'll move along.

13 Q. Did you review the balances of this account at the
14 beginning and end of the time period?

15 A. Yes.

16 Q. At the end of the time period you looked at, was the
17 balance -- account balance higher or lower than at the
18 beginning?

19 A. Lower.

20 Q. And what does that mean?

21 A. That the funds that had been deposited during the review
22 period were used or spent.

23 MR. ROHRBACH: All right. So let's now look back at
24 Government Exhibit 702.

25 Q. The arrow going into the 4779 account, how did you generate

MlqWave4

Rosenman - Direct

1 the number?

2 MR. ROHRBACH: Sorry. This is the wrong account.

3 Would you please turn to page 2 of this exhibit, Mr.
4 de Grandpre.

5 Q. The arrow there going into the 4613 account from the 779
6 account, how did you generate that?

7 A. By adding together the transfers.

8 Q. And what is the blue box below the 4613 account?

9 A. That represents other deposits into the account ending in
10 4613 from sources other than account 4779.

11 Q. And what was the total of that?

12 A. \$19,678.

13 Q. Just to be clear, in the time period we're discussing, the
14 4613 account got \$19,678 from other locations and \$148,750 from
15 the 4779 account?

16 A. Yes.

17 MR. ROHRBACH: All right. Mr. de Grandpre, you can
18 take down the remainder -- sorry. No.

19 Q. Directing your attention now to the right of the 4613 box,
20 what do those arrows show?

21 A. Then how the money moved from account ending 4613 to other
22 accounts or was spent in the case of the box at the bottom.

23 Q. Do those arrows reflect all of the transfers out of the
24 account during the time period you looked at?

25 A. Yes.

MlqWave4

Rosenman - Direct

1 Q. Let's first talk about the box at the bottom. What is this
2 box?

3 A. This box is -- it shows the other disbursements from this
4 account other than the transfers to the three accounts above
5 it.

6 MR. ROHRBACH: Mr. de Grandpre, if you would magnify
7 that box.

8 Q. And Special Agent Rosenman, if you could just give a couple
9 examples of that. For example, how much was wired to the
10 DeAmda Law Firm?

11 A. \$5,000.

12 Q. And how much to Geoffrey Johnson?

13 A. \$1,900.

14 Q. Are there any payments here to Stormy Entertainment?

15 A. No.

16 Q. Are there any payments to Stephanie Clifford or Stormy
17 Daniels?

18 A. No.

19 MR. ROHRBACH: All right. We can go back to
20 Government Exhibit 702.

21 Q. For the three circles at the top, who are the authorized
22 signers for those accounts?

23 A. For all three, it's Michael Avenatti, and in some instances
24 it's Judy Regnier.

25 Q. Let's start at the top one. How much money went from the

MlqWave4

Rosenman - Direct

1 4613 account to the 0661 account?

2 A. \$70,500.

3 Q. And what does the dotted arrow to the right mean?

4 A. It's just a little bridge that will connect the next
5 illustration.

6 MR. ROHRBACH: All right. Mr. de Grandpre, could you
7 leave this up and put up next to it Government Exhibit 702,
8 page 3.

9 Q. Sir, would you explain to the jury what you meant by a
10 bridge from that page to the next page?

11 A. Sure. If you follow the letter A from the page on the left
12 to the page on the right, that's just showing the continuation
13 of the flow of funds for that particular account.

14 Q. So the seven -- on the page on the right, the \$70,500, is
15 that the same \$70,500 from the page on the left?

16 A. Correct.

17 Q. OK. Approximately how much other money was deposited into
18 the 0661 account during the time period we're discussing?

19 A. I don't recall the other amounts that were deposited.

20 Q. Would looking at the bank statement refresh your
21 recollection?

22 A. Yes.

23 MR. ROHRBACH: All right. Mr. de Grandpre, would you
24 take these down and display just for the witness Government
25 Exhibit 302C, page 11, I think.

MlqWave4

Rosenman - Direct

1 THE WITNESS: Could you repeat the question?

2 Q. The question was, but I should take this down before you
3 answer it. The question is how much other money was deposited
4 into this account during the time period we're discussing?

5 A. \$50.

6 MR. ROHRBACH: Actually, thank you, Special Agent
7 Rosenman.

8 You can take this down, Mr. de Grandpre, and please
9 put up the same two pages from Government Exhibit 702, please,
10 pages 2 and 3.

11 Q. While Mr. de Grandpre does that, just to make sure the jury
12 heard your answer, Special Agent Rosenman, approximately how
13 much money was put into --

14 MR. AVENATTI: Objection, your Honor.

15 THE COURT: Sustained.

16 MR. ROHRBACH: All right.

17 Q. So, Special Agent Rosenman, what is the line to the right
18 of the circle that says 0661 on the right page?

19 A. This shows, this shows the expenses from that account in
20 general categories.

21 Q. And what is the total of those expenses?

22 A. \$69,336.

23 MR. ROHRBACH: Mr. de Grandpre, would you please
24 magnify that box.

25 Q. Let's just take one example -- two examples, the check

MlqWave4

Rosenman - Direct

1 payment to auto payment, how much money is that?

2 A. \$3,927.52.

3 Q. And the next line, what does that reflect?

4 A. A check payment to James Cameron for \$5,600.

5 Q. Are there any payments that you found to Stormy
6 Entertainment from this account during this period?

7 A. No.

8 Q. Did you find any payments to Stephanie Clifford or Stormy
9 Daniels?

10 A. No.

11 MR. ROHRBACH: Mr. de Grandpre, you can take the
12 magnification down. Thank you.

13 Q. All right. Let's look back at page 2 on the left. Do you
14 see the circle that says 0321?

15 A. Yes.

16 Q. How much money was transferred into that account?

17 A. \$56,000.

18 Q. And where, if anywhere, is that account reflected on the
19 page on the right?

20 A. It's next to the letter B.

21 Q. Did you review the bank records for that account?

22 A. I did.

23 Q. How was the money spent from that account?

24 A. It was spent on payroll.

25 Q. How could you tell that?

MlqWave4

Rosenman - Direct

1 A. The account name itself on the statement says payroll and
2 as well the checks that were issued from it said that they were
3 issued by Paychex, which is a payroll processor.

4 MR. ROHRBACH: Mr. de Grandpre, would you please take
5 these down and pull up Government Exhibit 302B, and would you
6 please turn to page 9.

7 Q. Directing your attention first to the deposit -- actually,
8 directing your attention first to the top section, what account
9 is this?

10 A. This is the account ending in 0321.

11 Q. And directing your attention to the name of the account,
12 what's the name of this account?

13 A. Eagan Avenatti LLP debtor in possession payroll account.

14 Q. Now directing your attention to the deposit section --

15 A. Yes.

16 Q. -- do you see -- what are the last two deposits in this
17 section?

18 A. There's a 6,000 deposit -- \$6,000 deposit on September 17,
19 2018, and a \$50,000 deposit on September 28, 2018.

20 Q. And which account did those come from?

21 A. The 0661 account.

22 Q. And looking down to the, now to the checks processed
23 section --

24 A. Yes.

25 Q. -- you -- I believe earlier you mentioned payroll checks.

MlqWave4

Rosenman - Direct

1 Are these the checks you were just discussing?

2 A. Yes.

3 Q. Do these reflect the checks you were just discussing?

4 A. That's correct.

5 MR. ROHRBACH: Mr. de Grandpre, if you would move the
6 box upward. Thank you.

7 Q. You just testified that the money was transferred into this
8 account on September 17?

9 A. Yes.

10 Q. What, if any, checks were processed on that date?

11 A. There were several.

12 Q. And you testified that some money was transferred to this
13 account on September 28. What, if any, checks were processed
14 on that date?

15 A. There were six checks processed on that date.

16 MR. ROHRBACH: All right. Mr. de Grandpre, if you
17 would remove that box and magnify the charges section.

18 Q. What is the first charge there?

19 A. It's an insufficient fee charge.

20 Q. What does that mean?

21 A. That there were not enough funds in the account.

22 Q. And pausing here, was this the only time in your review of
23 the bank records that you found that one of Mr. Avenatti's
24 accounts had been charged for insufficient funds?

25 A. No.

MlqWave4

Rosenman - Direct

1 MR. ROHRBACH: All right. And now let's, on this
2 account, if you don't mind repeating the magnification, Mr. de
3 Grandpre, and turning to page 19.

4 Q. I think I'll just ask you, Special Agent Rosenman, rather
5 than, because we're having this technical issue, do you recall
6 what the daily balance of this account was after the period
7 that you looked at, after the period that you were focused on?

8 A. The -- at the end of the period?

9 Q. Yes.

10 A. No, I don't recall the exact daily balance.

11 THE COURT: Just slow down, Special Agent, to make
12 sure the court reporter can get down what you're saying.

13 MR. ROHRBACH: I'm sorry. Let's just go back to
14 Government Exhibit 702, pages 2 and 3.

15 Q. See the last circle, the Eagan Avenatti 0313 account?

16 A. Yes.

17 Q. How much money moved into that account from the 4613
18 account?

19 A. \$13,000.

20 Q. And does that money appear on the chart on the right?

21 A. Yes.

22 Q. Can you direct the jurors' attention to where?

23 A. Next to the letter C.

24 Q. Did you review the bank records for this account?

25 A. Yes, I did.

MlqWave4

Rosenman - Direct

1 Q. How much money was in this account at the end of the time
2 period you looked at?

3 A. \$40.

4 Q. And what happened after the money was transferred into this
5 account?

6 A. It was withdrawn.

7 Q. And what was it spent on?

8 A. On -- as it shows in the chart, it was used for insurance
9 to Anthem Blue.

10 Q. Approximately how much money was spent on insurance to
11 Anthem Blue?

12 A. \$11,998.

13 Q. And how else was money spent from this account during the
14 time period that you looked at?

15 A. It was also spent on bank fees.

16 Q. All right. So directing your attention back to slide 2 and
17 to the 4779 account, looking at this chart, all of the arrows
18 to the right of the 4779 account, all of the transactions that
19 were reflected there and on the next slide, did you identify
20 any wires sent to Stormy Entertainment during the time period
21 you looked at?

22 A. No.

23 Q. Did you identify any wires sent to Stephanie Clifford
24 during the time period you looked at?

25 A. No.

MlqWave4

Rosenman - Cross

1 Q. Did you identify any wires sent to Stormy Daniels during
2 the time period you looked at?

3 A. No, I did not.

4 MR. ROHRBACH: May I have one moment, your Honor?

5 No further questions.

6 THE COURT: Cross-examination.

7 CROSS-EXAMINATION

8 BY MR. AVENATTI:

9 Q. Mr. Rosenman, good afternoon.

10 A. Good afternoon.

11 Q. Have you ever heard the phrase "a trial is a fight for
12 credibility"?

13 MR. ROHRBACH: Objection.

14 THE COURT: Sustained.

15 BY MR. AVENATTI:

16 Q. Mr. Rosenman, you understand that while you've been here
17 under oath -- while you've been here today, you've been under
18 oath, and you swore to tell the truth, the whole truth, and
19 nothing but the truth, so help you God, correct?

20 A. Correct.

21 Q. Now, you started off your testimony and you said, and I
22 think I wrote it down correctly, that you assisted in preparing
23 charts. Did I get that correctly?

24 A. I said I assisted in preparing a visual summary.

25 Q. OK. A visual summary, not charts?

MlqWave4

Rosenman - Cross

1 A. No.

2 Q. OK. And who did you assist in preparing the visual
3 summaries?

4 A. Another financial analyst that works for the U.S.
5 Attorney's Office.

6 Q. And who is that?

7 A. David Padilla.

8 Q. Can I have the last name, spelling, please?

9 A. It's P-A-D-I-L-L-A.

10 Q. And which portion of these summaries did you prepare versus
11 your colleague?

12 A. The initial drafts were, were created by him and then I
13 made changes to them.

14 Q. So he created the initial drafts, you made changes to them,
15 and then you shared them with your colleagues that are here
16 today on behalf of the government, the assistant U.S.
17 attorneys, correct?

18 A. Yes.

19 Q. And how did you share those drafts?

20 A. There was a shared file on our shared network.

21 Q. So you would save drafts to the shared network, and then
22 you would let them know that the drafts were updated so they
23 could access them, correct?

24 A. Correct.

25 Q. So it was a collaborative effort between you, your

MlqWave4

Rosenman - Cross

1 colleague, and the assistant U.S. attorneys here today,
2 correct?

3 A. Collaborative in which way do you mean?

4 Q. Well, have you ever heard the word "collaborative" before?

5 A. Yes.

6 Q. What have you understood the word "collaborative" to mean
7 when you've heard it?

8 A. That they reviewed it -- well, do you want the definition
9 of collaborative, or do you want me to include what they did
10 with the charts?

11 Q. Let me be clear with my question.

12 A. OK.

13 Q. You said you've heard the word "collaborative" before?

14 A. Yes.

15 Q. And I'd like you to tell the jury, when you heard that
16 word, what you understood it to mean.

17 MR. ROHRBACH: Objection.

18 THE COURT: Sustained.

19 BY MR. AVENATTI:

20 Q. Sir, do you know what the word "collaborative" means?

21 A. Yes.

22 MR. ROHRBACH: Objection.

23 THE COURT: Sustained.

24 Mr. Avenatti, ask your next question, please.

25 BY MR. AVENATTI:

MlqWave4

Rosenman - Cross

1 Q. Sir, you jointly worked on the summaries with you, the
2 colleague you mentioned, as well as the assistant U.S.
3 Attorneys seated here today, correct?

4 A. They provided some feedback, yes.

5 Q. OK. They provided suggestions as to how those summaries
6 could be changed before they were brought to court here today
7 and presented to this jury, am I correct?

8 A. For format wise, yes.

9 Q. But not content?

10 A. No.

11 Q. Who determined the content that would go in the summaries?

12 A. I would create all the -- all the initial drafts were
13 created by Mr. Padilla, the first version of the numbers. And
14 then I worked on updating numbers, looking at the underlying
15 charts that helped create those numbers.

16 Q. OK. What exactly were you asked to do, and who asked you
17 to do it?

18 A. I was asked to review the bank records, the business
19 records, the emails that we, that I discussed earlier, to
20 ensure that the charts were accurate and that contained correct
21 information, and I was asked to do that by members of the
22 prosecution team.

23 Q. Who chose the information that you were asked to review?

24 A. A member of the prosecution team.

25 Q. OK. Which member of the prosecution team?

MlqWave4

Rosenman - Cross

1 A. I don't know which one specifically. I don't know what
2 conversations they had when I was not present.

3 Q. OK. I'm just interested in what you were asked to do. Do
4 you recall which attorney on the prosecution team asked you to
5 do what in connection with this project?

6 A. I spoke most often with Mr. Rohrbach about it.

7 Q. Mr. Rohrbach, the gentleman that just questioned you on
8 direct, correct?

9 A. Correct.

10 Q. OK. We're going to get into your summaries, but I want to
11 focus on one thing in particular to start off with, please.

12 MR. AVENATTI: If I could have 702, page 2 and 3 side
13 by side.

14 Q. Can you see that, sir?

15 A. Yes.

16 Q. You were just asked a number of questions by Mr. Rohrbach
17 concerning these two summaries, correct?

18 A. Correct.

19 Q. OK. And included within the questioning -- and we're going
20 to spend a lot of time on these, but I want to focus on one
21 thing in particular.

22 Included in the questioning, you were asked about this
23 \$70,500 to Avenatti & Associates, account 0661. Do you
24 remember that?

25 A. Yes.

MlqWave4

Rosenman - Cross

1 Q. And then you were asked how much additional money during
2 that time period was deposited into account 0661?

3 A. Yes.

4 Q. Do you remember that?

5 A. Yes.

6 Q. OK. And then Mr. Rohrbach put exhibit 302C, page 11, up.

7 MR. AVENATTI: And why don't we, if we could, Juliet,
8 I'm -- sorry to be a pain. If you could just take page 3 and
9 move it to the left.

10 Excellent. And then on the right, if we could have
11 302C, page 11.

12 And before we put it up, actually --

13 Q. Now, sir, you testified that the additional amount in the
14 Avenatti & Associates for this month beyond the 70,500 that was
15 deposited into the account, you testified that it was \$50,
16 right?

17 A. Yes.

18 MR. ROHRBACH: Objection. Misstates the testimony.

19 THE COURT: The jury can make its own evaluation.

20 Your recollection of the testimony governs, and the
21 witness just answered that question in any event.

22 Overruled.

23 BY MR. AVENATTI:

24 Q. And Mr. Rosenman, you remember that because Mr. Rohrbach
25 tried to get you to answer again that it was \$50; do you

MlqWave4

Rosenman - Cross

1 remember that?

2 MR. ROHRBACH: Objection.

3 THE COURT: Sustained.

4 MR. AVENATTI: OK. Can we have 302C, page 11, so we
5 can see if it was \$50.

6 Can we blow up the deposit amount.

7 Q. Do you see the amount, sir?

8 A. Yes.

9 Q. What's the total deposit amount into the account for that
10 month?

11 A. \$89,150.

12 Q. It's not \$70,550, is it?

13 A. No, but there's --

14 Q. Sir, yes or no.

15 A. There's a reason for that.

16 Q. Sir, yes or no.

17 THE COURT: Just answer yes or no.

18 THE WITNESS: OK.

19 A. No.

20 MR. AVENATTI: Let's go back to 702 side by side,
21 please. 2 and 3.

22 Q. Can you see that, sir?

23 A. Yes.

24 Q. Now, on 702, page 3, there's this box "other amounts out"?

25 A. Yes.

MlqWave4

Rosenman - Cross

1 Q. Do you see that?

2 A. Yes.

3 Q. OK. And Mr. Rohrbach asked you some questions about these
4 amounts and the payees. Do you see that?

5 A. Yes.

6 Q. Do you remember that?

7 A. Yes.

8 Q. OK. Who picked these particular names to put in the box
9 and highlight for the jury?

10 A. The names come from the -- from the debits that were
11 listed, and the prosecution team picked which ones to
12 highlight.

13 Q. OK. So when you say the prosecution team, you're talking
14 about the assistant U.S. attorneys here, right?

15 A. Correct.

16 Q. OK. They're the ones that picked the ones to highlight?

17 A. Yes.

18 Q. OK. And you understood that they picked these to highlight
19 because they had nothing to do with Stormy Daniels, right?

20 MR. ROHRBACH: Objection.

21 THE COURT: Sustained.

22 BY MR. AVENATTI:

23 Q. Well, do you know why they picked these?

24 MR. ROHRBACH: Objection.

25 THE COURT: Sustained.

MlqWave4

Rosenman - Cross

1 BY MR. AVENATTI:

2 Q. Sir, do any of these payments have anything to do with
3 Stormy Daniels, to the best of knowledge?

4 A. No.

5 Q. You say that pretty definitively; you're definitive about
6 that, right?

7 MR. ROHRBACH: Objection.

8 A. They don't say her name, but I know what they're for.

9 MR. AVENATTI: OK. Let's highlight for the jury this
10 wire out to Brandon Parraway, \$4,536.

11 Q. Do you see that?

12 A. Yes, sir.

13 Q. Sir, isn't it true that that was one of Stormy Daniels's
14 security guards?

15 MR. ROHRBACH: Objection.

16 THE COURT: If you know. If you have firsthand
17 knowledge, yes or no, you can answer. Otherwise, say I don't
18 know.

19 A. I don't know that.

20 Q. Did the government ever tell you that? I'm sorry. Did the
21 prosecutors ever tell you that?

22 MR. ROHRBACH: Objection.

23 THE COURT: Sustained.

24 MR. AVENATTI: Can we take down the blowup, please.

25 Q. And then we have this expense box over here to the

MlqWave4

Rosenman - Cross

1 right-hand side?

2 A. Yes.

3 MR. AVENATTI: Can we blow that up.

4 Q. Sir, are any of these expenses related to my or my firm's
5 representation of Ms. Daniels?

6 MR. ROHRBACH: Objection.

7 THE COURT: Sustained.

8 BY MR. AVENATTI:

9 Q. Sir, do you know if any of these expenses are related to my
10 or my law firm's representation of Ms. Daniels?

11 A. I do not know that.

12 Q. Do you know if any of the travel expenses are related to my
13 or my firm's representation of Ms. Daniels?

14 A. No, I do not know.

15 MR. AVENATTI: Let's start at the beginning, 701, page
16 1.

17 THE COURT: 701, not 702. Is that correct?

18 MR. AVENATTI: No, your Honor -- yes, you are correct.
19 701.

20 Q. Sir, do you have that?

21 A. Yes, sir.

22 Q. OK. Now, when you were asked to prepare these summaries,
23 you were asked to prepare, first, a summary of where the
24 payments went from St. Martin's Press to Janklow & Nesbit
25 Associates and beyond. Am I correct about that?

MlqWave4

Rosenman - Cross

1 A. Correct.

2 Q. OK. And you're not aware of why any of these payments were
3 made on this chart, are you?

4 A. You mean -- what do you mean by why they were made?

5 Q. Well, the purpose behind any of these payments.

6 A. Well, the emails that were provided and that are cited
7 exhibits talk about that they were related to a book for
8 Ms. Daniels.

9 Q. OK. But beyond that, you're not aware of the reason why
10 particular amounts were sent to particular accounts. Am I
11 correct about that?

12 A. Also in the same email, it described that there were
13 payments sent, I guess, and there were payments withheld for
14 commission.

15 Q. OK. Beyond that, are you aware of any evidence relating to
16 why these payments were made or the circumstances surrounding
17 them?

18 A. No.

19 Q. OK. You just determined that these particular amounts went
20 to these particular accounts during the months at issue?

21 A. Correct.

22 Q. And you talked about a payment to Stormy Entertainment, the
23 top box, 9205, \$212,500, right?

24 A. Yes.

25 Q. OK. And I think you traced that to 301B?

MlqWave4

Rosenman - Cross

1 MR. AVENATTI: If I could please have 301B.

2 Q. Can you see that, sir?

3 A. Yes.

4 Q. All right. And this is the bank statement from the Stormy
5 Entertainment account ending in 9205, 9-2-0-5, that took in the
6 \$212,000, right?

7 A. Yes.

8 Q. And the beginning balance in this account, before that
9 deposit as well as other deposits, was \$10,053.98. Am I right
10 about that?

11 A. Yes.

12 MR. AVENATTI: OK. Now, can we bring up 303A, please.

13 Q. And you were asked about this particular account taking in
14 what portion of the payment?

15 A. The \$6,250.

16 Q. And you understand that that came not from Ms. Daniels's
17 portion but from Mr. Janklow's portion, right?

18 A. Yes, that's correct.

19 Q. And then you were asked about 303A, as in apple.

20 MR. AVENATTI: Can I have that, please. And can I
21 have the entry on May 10, 2018, please, page 21.

22 Q. Now, Mr. Rohrbach asked you about the top line item in the
23 amount of \$6,250. Do you recall that?

24 A. Yes.

25 Q. Do you recall him asking you any questions about the line

MlgWave4

Rosenman - Cross

1 item immediately below it?

2 A. No.

3 Q. The \$6,250 came in on May 10, 2018, right?

4 A. Yes.

5 Q. And the next day, another wire came in from Janklow &
6 Nesbit Associates. Am I correct about that?

7 A. Yes, that's what it says.

8 Q. And how much was that wire in comparison to the \$6,250?

9 A. That wire's \$475,000.

10 Q. Over 80 times larger than the 6,250 amount, correct?

11 A. I didn't do the math, but it is a significant multiplier of
12 that amount, yes.

13 Q. Do you know what any of these amounts are for, these
14 incoming -- well, strike that. Let me ask you a better
15 question.

16 Sir, these are all moneys that came into this account,
17 right?

18 A. Correct.

19 Q. Do you know what the purpose of any of these payments was
20 for?

21 A. Other than just the two payments that we described earlier,
22 I don't know what any of the other payments are for.

23 Q. So you know what the 6,250 and the \$250,000 from Geragos &
24 Geragos are from, right?

25 A. Where they're from, yes.

MlqWave4

Rosenman - Cross

1 Q. OK. But you don't know where the other money -- well,
2 strike that.

3 You don't know why the other money was sent into this
4 account. Am I correct about that?

5 A. Right. From the other wires incoming, I don't know what
6 they're from, no.

7 THE COURT: Special Agent, can I just clarify; you
8 don't have any personal knowledge about the facts in this case
9 and the reasons for any of these payments, is that correct?

10 THE WITNESS: That's correct, your Honor.

11 THE COURT: So the charts you just prepared reflect
12 what you found on the records, is that correct?

13 THE WITNESS: Yes.

14 THE COURT: OK.

15 Mr. Avenatti, let's move on a little bit, please.

16 BY MR. AVENATTI:

17 Q. Now, you were also asked to review the trust account
18 records for the Daniels-related account at California Bank &
19 Trust between mid-March and November 1; I think you testified
20 to that, correct?

21 A. For the Daniels account?

22 Q. Sir, do you recall there was an account set up at
23 California Bank & Trust to take in the CrowdJustice money and
24 other moneys? Do you recall that?

25 A. I recall that account. I don't recall it being a Daniels

MlqWave4

Rosenman - Cross

1 account.

2 Q. OK. Were you asked to review all the bank statements for
3 that account from mid-March to November 1?

4 A. Yes.

5 Q. And in your review of that account, you saw that there were
6 a number of payments coming in and a number of payments going
7 out, correct?

8 A. Correct.

9 Q. And you don't know if the payments that went out had
10 anything to do with fees or costs that Ms. Daniels owed the
11 firm, do you?

12 A. No, I don't know that.

13 MR. AVENATTI: And if we could go back to 702 now,
14 please, side by side.

15 Q. Now, this summary only covers the time period September 17,
16 2018, through October 2, 2018, correct?

17 A. That's correct.

18 Q. Those are the dates that the prosecutors chose for you to
19 look at. Am I right about that?

20 A. No. That reflects the time when the money came in. And
21 then looking at the withdrawals, it was down to only a few
22 hundred dollars, so it didn't seem to be necessary to go
23 further than that.

24 Q. Well, did you look at any of the transactions relating to
25 Ms. Daniels, the expenses and the costs, before September 17,

MlqWave4

Rosenman - Cross

1 2018?

2 A. Well, I had no way to differentiate what costs are for
3 what. Other than what they are listed as on the bank
4 statements themselves, I don't know who they benefit or don't
5 benefit.

6 Q. So let me make sure that I understand this. When you look
7 at an entry on a bank statement, you have no way of telling the
8 jury whether that charge or expense had something to do with
9 Ms. Daniels or not?

10 MR. ROHRBACH: Objection.

11 Q. Am I correct?

12 THE COURT: Sustained. Asked and answered.

13 I think the point is Agent Rosenman just prepared
14 these based on what he found in the records. Let's begin to
15 wrap it up, Mr. Avenatti.

16 Q. Well, you were asked, sir, in detail about 302C.

17 MR. AVENATTI: Maybe we can put that side by side with
18 page 3 of 702.

19 Q. Do you have that, sir?

20 A. Yes, I do.

21 Q. And do you recall that you were asked about a number of
22 charges on 302C by Mr. Rohrbach?

23 A. Yes.

24 Q. OK. Now, your chart or summary shows that \$70,500 came in
25 to Avenatti & Associates during this time period, right?

MlqWave4

Rosenman - Cross

1 A. That's correct.

2 Q. And you were asked about a bunch of these charges on 302C,
3 this statement we're looking at here, right?

4 A. Yes.

5 Q. OK. But the total deposits into this account during that
6 time period is \$228,000, right?

7 A. Not during that time period, no.

8 Q. Well, you were asked a number of questions by Mr. Rohrbach
9 relating to various charges on here. I think we started with
10 the barber shop charge. Maybe we can find that. I want to ask
11 you about it.

12 MR. AVENATTI: I believe it was on the next page.
13 Perhaps the next page.

14 Q. Sir, do you recall which charges you were asked about other
15 than the barber shop?

16 THE COURT: Sustained.

17 Next question, Mr. Avenatti.

18 BY MR. AVENATTI:

19 Q. Sir, you have no way of knowing whether any of the charges
20 that Mr. Rohrbach asked you about came from this \$70,500, do
21 you?

22 MR. ROHRBACH: Objection.

23 THE COURT: I'll allow it. Overruled.

24 A. The charges on this statement?

25 Q. Yes. The charges that Mr. Rohrbach asked you about, the

MlqWave4

Rosenman - Cross

1 specific charges, you have no way of knowing whether any of
2 those came from any money related to Stormy Daniels as opposed
3 to other money that was put in the account, do you?

4 A. I'm sorry. I'm confused by the question.

5 Q. Sir, during your direct examination, Mr. Rohrbach asked you
6 about specific charges from this account?

7 A. Yes.

8 Q. Do you recall that?

9 A. I do.

10 Q. OK. There was about five or six of them?

11 A. Uh-huh.

12 Q. Right? Yes?

13 A. Yes.

14 Q. OK. You have no way of knowing whether any of those that
15 Mr. Rohrbach pointed to came from money related to Stormy
16 Daniels or other money, do you?

17 A. Well, I guess, first, the ones that I believe Mr. Rohrbach
18 asked me about were from a different period, but in general,
19 no, I don't know when the -- once the money goes into the
20 account, I don't know exactly what happened to it. You can't
21 parse out specific dollar for dollar.

22 Q. You can't trace moneys back to moneys allegedly having to
23 do with Ms. Daniels versus some other source of moneys, right?
24 Isn't that true?

25 A. It's true if that's the only -- if that's not the only

MlqWave4

Rosenman - Redirect

1 money going into the account.

2 Q. And in a number of these instances there were other moneys
3 going into the accounts, right?

4 A. Yes.

5 MR. AVENATTI: Nothing further.

6 THE COURT: Redirect.

7 MR. ROHRBACH: One moment, your Honor?

8 Very briefly, your Honor.

9 THE COURT: I would expect so.

10 MR. ROHRBACH: Mr. de Grandpre, would you please put
11 up Government Exhibit 702 and Government Exhibit 302C.

12 302C, please turn to page 11. And would you magnify
13 the deposits in the first row. Just magnify the first row.
14 Sorry, above that dotted line.

15 Thank you. And on Government Exhibit 702, would you
16 please turn to page 2.

17 REDIRECT EXAMINATION

18 BY MR. ROHRBACH:

19 Q. Special Agent Rosenman, do you recall being asked on
20 cross-examination about the 0661 account?

21 A. Yes.

22 Q. Remember being asked about why you testified that only \$50
23 went into the account during the relevant time period in light
24 of Government Exhibit 302C?

25 A. Yes.

MlqWave4

Macias - Direct

1 Q. Do you recall starting to say that there's a reason for the
2 difference?

3 A. Yes.

4 Q. What's the reason?

5 A. That the deposits on the bank statement offer specific time
6 periods that is not in line with the time period reflected on
7 the chart.

8 MR. ROHRBACH: No further questions, your Honor.

9 THE COURT: All right. Thank you, Special Agent. You
10 may step down. You're excused.

11 (Witness excused)

12 THE COURT: Government, please call your next witness.

13 MR. PODOLSKY: The government calls Sean Macias.

14 SEAN ERNESTO MACIAS,

15 called as a witness by the government,

16 having been duly sworn, testified as follows:

17 MR. AVENATTI: Your Honor --

18 THE COURT: Not now, Mr. Avenatti. Please have a
19 seat.

20 You may proceed, Mr. Podolsky.

21 MR. PODOLSKY: Thank you, your Honor.

22 DIRECT EXAMINATION

23 BY MR. PODOLSKY:

24 Q. Good afternoon, Mr. Macias.

25 A. There you are. Hold on. Let me move over so I can see

MlqWave4

Macias - Direct

1 this gentleman.

2 Q. Better?

3 A. I've got this seam in the way. All right.

4 THE COURT: It's not the best setup, but it is the
5 best we can do.

6 THE WITNESS: I understand.

7 THE COURT: Are you good; can you see the podium?

8 THE WITNESS: I can see him now.

9 THE COURT: OK. Go ahead.

10 BY MR. PODOLSKY:

11 Q. Mr. Macias, what do you do for a living?

12 A. I'm a licensed attorney in the great state of California,
13 Indiana, and the District of Columbia.

14 Q. Where do you work out of?

15 A. My office is in Glendale, California.

16 THE COURT: Please just speak into the microphone,
17 Mr. Macias.

18 Thanks.

19 THE WITNESS: Can you hear me?

20 THE COURT: Yes.

21 BY MR. PODOLSKY:

22 Q. What kind of law do you practice?

23 A. I'm a civil litigator. I do trials. I do a wide range of
24 civil litigation, ranging from copyright and trademark
25 infringement, trade dress, business-to-business disputes as

MlqWave4

Macias - Direct

1 well as I do catastrophic injuries.

2 Q. How long have you been a practicing attorney, Mr. Macias?

3 A. That's a great question. 22 years.

4 Q. Do you know someone named Michael Avenatti?

5 A. I do.

6 Q. Do you see him in the courtroom today?

7 A. I can't --

8 THE COURT: You can stand up, if you want, and take a
9 look around.

10 THE WITNESS: Oh, you want me to stand?

11 THE COURT: Just take a look around, and if you can
12 see Mr. Avenatti, you can let us know.

13 THE WITNESS: Can he lower his mask?

14 THE COURT: I'll tell you what. I'll ask the three
15 gentlemen at the back table and the two at the front to lower
16 their masks briefly, and look around and if you see Mr.
17 Avenatti -- focus at the back table too.

18 THE WITNESS: Oh, he's behind -- yeah. Mr. Avenatti
19 sitting right there. He's the handsome fellow with the shaved
20 head.

21 THE COURT: There are two of those at the front.

22 THE WITNESS: Not Mr. Dalack.

23 THE COURT: All right. Indicating the defendant.

24 MR. AVENATTI: He indicated Mr. Dalack, for the
25 record.

MlqWave4

Macias - Direct

1 THE WITNESS: No. I said not Mr. Dalack.

2 THE COURT: OK. Let's move on.

3 Mr. Podolsky.

4 MR. PODOLSKY: May the record reflect that he has
5 indeed identified Mr. Avenatti, the defendant?

6 THE COURT: So reflected.

7 Thank you.

8 BY MR. PODOLSKY:

9 Q. Approximately when did you meet Mr. Avenatti?

10 A. It was either in the end of 2016 or the beginning of 2017.
11 It was a unique meeting.

12 Q. Why was it unique?

13 A. Well --

14 THE WITNESS: Can I go -- can I explain it?

15 THE COURT: Well, you can answer his question.

16 THE WITNESS: Sure, your Honor.

17 THE COURT: Why was it unique?

18 MR. AVENATTI: Objection, your Honor. Relevance.
19 401.

20 BY MR. PODOLSKY:

21 Q. Can you explain the circumstances of your meeting of Mr.
22 Avenatti, please?

23 A. Sure.

24 MR. AVENATTI: Same objection.

25 THE COURT: Overruled.

MlqWave4

Macias - Direct

1 Q. So, I met Mr. Avenatti at the Stanley Mosk Courthouse on
2 the fourth floor. He was in front of -- I believe it was Judge
3 White's courtroom. He was sitting outside, and I looked
4 over -- I've heard about him before. I recognized him. I
5 looked over, and I said to him, "What's up soda pop?" And then
6 he immediately responded, "Nothing much, pony boy."

7 At that moment, I looked at him and said, "Did we just
8 become best friends?" So that was our meeting.

9 Q. And did you become friends after that --

10 A. We did.

11 Q. Did you become friends with Mr. Avenatti after that?

12 A. We did.

13 Q. And was Mr. Avenatti a practicing attorney in California at
14 that time?

15 A. He was.

16 Q. And in the years that follow, and particularly focusing on
17 2018, did you socialize with Mr. Avenatti?

18 A. Can you give me the time period again, counselor?

19 Q. Yes. Let's focus on the year of 2018. Did you socialize
20 with Mr. Avenatti at that time?

21 A. In 2018, I did.

22 Q. Now, why are you here today, Mr. Macias?

23 A. As a witness.

24 Q. Did you receive any document that called for your testimony
25 today?

MlqWave4

Macias - Direct

1 MR. AVENATTI: Leading.

2 THE COURT: Overruled.

3 You can answer it.

4 A. I did review some documents.

5 Q. Sorry, Mr. Macias. Let me be clear. Did you receive a
6 document that requested your testimony today?

7 MR. AVENATTI: Your Honor --

8 A. Yeah, I received a subpoena.

9 THE COURT: Overruled.

10 Mr. Macias, just give a moment for Mr. Avenatti to
11 make any objections and for me to rule. You may answer.

12 THE WITNESS: I apologize, your Honor. Absolutely.

13 THE COURT: You received a subpoena, you said?

14 THE WITNESS: I received a subpoena from the United
15 States government.

16 BY MR. PODOLSKY:

17 Q. Now, do you know somebody who goes by the name Stormy
18 Daniels?

19 A. I do.

20 Q. How did you come to meet her?

21 A. I've known her for -- I represented a -- I've known her for
22 a couple years.

23 Q. Let me focus us on the time period that's relevant here,
24 2018.

25 A. No problem.

MlqWave4

Macias - Direct

1 Q. Did you have occasion to speak with her in 2018?

2 A. In -- I did.

3 Q. Can you explain how that occasion came to happen?

4 A. So, Ms. Daniels, also known as Stephanie Clifford, reached
5 out to me several times in February of 2018 to ask me to help
6 her out with a legal matter.

7 Q. And did you speak to her about her potential legal matter?

8 A. I did.

9 Q. And was that in approximately February of 2018?

10 A. That's correct.

11 Q. In what manner was that meeting; telephone, in person,
12 something else?

13 A. So, I received several calls from Ms. Daniels, and we
14 finally connected via cell phone.

15 Q. And in substance, what did you discuss?

16 A. So, she was asking me regarding a release that she signed
17 regarding a sexual inter -- interaction that she had with
18 Donald Trump and that she wanted to --

19 MR. AVENATTI: Objection. Hearsay, your Honor.

20 MR. PODOLSKY: Not for the truth, your Honor.

21 THE COURT: All right. I'll allow it.

22 MR. AVENATTI: Well, if it's not for the truth --

23 THE COURT: Mr. Avenatti.

24 MR. AVENATTI: Understood.

25 THE COURT: Thank you.

MlqWave4

Macias - Direct

1 The objection's overruled.

2 Ladies and gentlemen, you may not consider the
3 statement for the truth of any matter asserted but merely for
4 the fact that it was said.

5 Somebody, I think, had a cell phone which was
6 vibrating. That cell phone had better be off. Otherwise, it's
7 going to be in my possession.

8 Thank you.

9 BY MR. PODOLSKY:

10 Q. Mr. Macias, please continue. What, in substance, did you
11 discuss on that phone call in February -- first phone call in
12 February 2018 with Ms. Daniels?

13 A. She had a -- signed a -- an agreement, and she wanted to
14 broaden out the release of that agreement in order that she
15 could speak to the press and talk -- maybe write a book to talk
16 about her interaction with Donald Trump.

17 Q. What, if anything, did Ms. Daniels say to you about her
18 ability to pay for representation at that time?

19 MR. AVENATTI: Hearsay.

20 MR. PODOLSKY: Again, your Honor, not for the truth.

21 THE COURT: Same ruling. Same instructions.

22 You may answer.

23 THE WITNESS: Thank you, your Honor.

24 A. She didn't say that she had -- I mean she informed me that
25 she didn't have -- she had limited funds to pay -- actually, no

MlqWave4

Macias - Direct

1 funds, pretty much, to pay.

2 Q. Did you take on that representation at that time?

3 A. I did not.

4 Q. Now, did there come a time where Mr. Avenatti became
5 involved with your discussions with Ms. Daniels?

6 A. Right. So, you know, we were --

7 THE WITNESS: Can I refer to him as Michael or Mr.
8 Avenatti?

9 THE COURT: Either way. Whatever you'd like.

10 A. So Michael and I were -- you know, we were palling around,
11 and I said, I have Stormy Daniels blowing up my phone. And he
12 wanted to know what was going on about that, and I told him
13 that she wanted to expand her release and I wasn't really
14 interested in the case.

15 He said, Hey, I might be interested in this.

16 So when I called her, we had another call and I said, Hey,
17 I might have a great lawyer for you.

18 (Continued on next page)

19

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21

22

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25

M1Q8AVE5

Macias - Direct

1 Q. And did there come a time where you and Ms. Daniels and Mr.
2 Avenatti discussed potential representation.

3 A. We did.

4 Q. Where were you?

5 A. We were at her manager's house, I believe it was Gina
6 Hernandez.

7 Q. Where was Mr. Avenatti?

8 A. He was sitting next to me on the couch.

9 Q. Where was Ms. Daniels?

10 A. She was on the phone.

11 Q. What was discussed at that meeting?

12 A. It was discussed regarding how they wanted to expand --

13 MR. AVENATTI: Work product, your Honor. Hearsay.

14 MR. PODOLSKY: Your Honor, there is no attorney-client
15 privilege issue with this conversation.

16 THE COURT: Overruled.

17 You may answer.

18 THE WITNESS: Thank you, your Honor.

19 A. Could you give me the question again?

20 Q. What was discussed on the phone during that meeting where
21 Ms. Daniels was on the phone and you were on the couch near Mr.
22 Avenatti?

23 A. So Ms. Daniels was represented by a gentleman named Keith
24 Davidson. I knew about him. He was an OK guy -- I mean, OK
25 lawyer, nice guy. She wanted to obviously expand her ability

M1Q8AVE5

Macias - Direct

1 to speak about her interactions with Donald Trump. I suggested
2 we make a phone call, we get to Mr. Trump's attorney at that
3 time, which would be Cohen, to expand the release, maybe throw
4 her some extra bucks, and call it a day.

5 Mr. Avenatti had a whole different game plan. What he
6 wanted to do was to go big, go on 60 Minutes, and he
7 wanted -- and then he told her, I'll charge you a dollar. And
8 at that moment, Macias was out.

9 Q. So following that meeting, did you represent Ms. Daniels?

10 A. Repeat.

11 Q. Following that meeting, did you, Mr. Macias, represent Ms.
12 Daniels?

13 A. I kind of represented her more in a -- not in a formal
14 sense, in the sense that I did go to a meeting or two regarding
15 some sort of documentary. I came out here when Michael was
16 doing a lot of press with CNN and whatnot. And then I went
17 with both of them to The View.

18 Q. Was it your understanding that Mr. Avenatti did represent
19 Ms. Daniels after that meeting?

20 A. Mr. Avenatti, after that meeting, met Ms. Daniels at the
21 Waldorf in Beverly Hills and their engagement began.

22 Q. Did Mr. Avenatti ever explain to you the terms of the
23 financial terms of the representation?

24 MR. AVENATTI: Objection. Work product.

25 THE COURT: Overruled.

M1Q8AVE5

Macias - Direct

1 You may answer.

2 A. Over the time of 2018 it became clear what was the
3 understanding.

4 MR. AVENATTI: Move to strike, your Honor.

5 THE COURT: Granted.

6 Can you just answer the question, did Mr. Avenatti
7 ever explain to you the financial terms of his representation?
8 Just yes or no.

9 A. Yes.

10 Q. What did Mr. Avenatti tell you?

11 A. That he was going to charge a dollar for his
12 representation. That's what he said.

13 Q. Did he say anything else?

14 A. I found out that there was a GoFundMe page --

15 THE COURT: Just answer the question. Did he say
16 anything else, yes or no?

17 A. Yes.

18 Q. What else did Mr. Avenatti tell you?

19 A. About a GoFundMe page.

20 Q. About the financial arrangements -- let me ask this.

21 Did it come to your understanding that there was a
22 GoFundMe page related to Ms. Daniels?

23 A. I did. I had that understanding.

24 Q. What, if anything, did Mr. Avenatti tell you about that
25 GoFundMe page?

M1Q8AVE5

Macias - Direct

1 A. That was supposed to assist Ms. Daniels with her fees and
2 costs, and allegedly for security, which I was shocked that she
3 needed security.

4 Q. Now, did Mr. Avenatti ever thank you for making the
5 connection between him and Ms. Daniels?

6 A. He did.

7 Q. Did he thank you in any particular way?

8 A. He did.

9 Q. How was that?

10 A. He gave me a Cartier watch.

11 Q. Approximately when did that happen?

12 A. I think it was in the summer of 2018.

13 Q. I want to focus our attention on September of 2018 and
14 specifically Labor Day weekend.

15 A. I've got that time period in my head.

16 Q. Where were you that weekend?

17 A. I was in Las Vegas.

18 Q. Why were you in Las Vegas?

19 A. During that time period or every Labor Day is the CAALA,
20 which is the consumer attorneys kind of convention. So it's
21 the California plaintiffs' attorneys bar that goes out to
22 Vegas. There's MCLE classes, vendors that try to sell their
23 goods, parties.

24 THE COURT: CLE is continuing legal education, is that
25 correct?

M1Q8AVE5

Macias - Direct

1 THE WITNESS: That's correct, your Honor.

2 Q. Can you give us a sense of generally how people spend their
3 time during the course of that weekend?

4 MR. AVENATTI: Objection. Relevance.

5 THE COURT: Sustained.

6 Q. Was Mr. Avenatti with you that weekend?

7 A. Most of the weekend he was.

8 Q. Can you generally give us a sense of what types of events
9 you went to together?

10 MR. AVENATTI: Relevance, your Honor.

11 THE COURT: Overruled.

12 A. We went to -- we actually went to what's called Walk the
13 Floor, which would be the convention center. Mr. Avenatti and
14 I and a couple of my colleagues, we had meals together. And
15 then on Friday night we went to a big blow-out party.

16 Q. Did you notice anything in particular that stood out to you
17 about Mr. Avenatti's demeanor that weekend?

18 MR. AVENATTI: Objection, your Honor.

19 THE COURT: Overruled.

20 A. I am not understanding your question.

21 Q. Was there anything about Mr. Avenatti's demeanor that stood
22 out to you as different from the way he normally acted?

23 MR. AVENATTI: Same objection.

24 THE COURT: Same ruling.

25 You may answer it.

M1Q8AVE5

Macias - Direct

1 THE WITNESS: Thank you.

2 A. He seemed a little -- he seemed a little more agitated than
3 he normally was, and he seemed a little bit needy.

4 Q. Did there come a time during that weekend where you had a
5 discussion with Mr. Avenatti about Ms. Daniels's book deal?

6 A. I did.

7 Q. Where were you when that conversation took place?

8 A. I was at the Girardi & Keese party at Lakeside on Friday
9 evening.

10 Q. To give us a sense, what were you and he doing at the time
11 that this conversation took place, you and he being you and Mr.
12 Avenatti?

13 A. What we were doing?

14 Q. Yes. Were you walking, having dinner, what were you doing?

15 A. Well, there was an event that happened before. So I
16 remember, the way I recall it, he came back to the table and he
17 was kind of like in a melancholy type of attitude. So I don't
18 know how much else you want me to get into detail.

19 THE COURT: What was going on when you had the
20 conversation? Were you eating? Were you drinking?

21 THE WITNESS: I was sitting at the table laughing. He
22 came to the table, sat down, kind of slumped over, and was kind
23 of like someone stole his ball or something; he was in a bad
24 mood.

25 Q. Was this in the evening?

M1Q8AVE5

Macias - Direct

1 A. It was in the evening.

2 Q. Were you or Mr. Avenatti drinking any alcohol at the time?

3 A. Of course.

4 Q. Nonetheless, you recall the substance of your conversation
5 with him?

6 A. Absolutely.

7 Q. What did he say to you about Ms. Daniels and her book deal?

8 A. So he came to the table, he sat down all melancholy, and I
9 said, What happened to you, what's going on now? And he said,
10 She's going crazy. And I said, Who are you talking about?
11 He's, like, Stormy. I said, Why is she going nuts? He said,
12 Well, she's not getting -- the book publisher hasn't paid and
13 she's going to blow this deal up, but I might need you to
14 represent her. And I was really taken aback by that.

15 MR. PODOLSKY: Before we continue, it appears one
16 juror is raising his hand.

17 THE COURT: Sir, I will send my clerk to just check in
18 with you. One second, please.

19 Thank you, Mr. Podolsky.

20 We have a request to use the restroom. Obviously, I
21 would like to avoid doing this very often. If we need to
22 adjust the schedule, we will adjust the schedule. But I
23 certainly don't want anybody to be uncomfortable. Let's take a
24 break. You can stand up and stretch and we will resume when
25 Juror No. 6 comes back.

M1Q8AVE5

Macias - Direct

1 The jury should remain where you are. Just stand and
2 stretch in place, please.

3 We have Juror No. 6 back. If we could ask everybody
4 to have your seats. When Juror No. 15 comes back, we will
5 proceed from where we left off. Thank you.

6 All right. Watch your step as you get back to your
7 seat.

8 Sorry for the interruption. We will pick up where we
9 left off.

10 Mr. Macias, you remain under oath.

11 Mr. Podolsky, would you please take a step back and
12 ask the last question again.

13 BY MR. PODOLSKY:

14 Q. Do you recall before the break we were discussing a
15 discussion that you had with Mr. Avenatti at a CAALA event?

16 A. I do.

17 Q. When in time was this event?

18 A. This was a Friday evening. So it would be whatever Labor
19 Day weekend 2018.

20 Q. I believe just before the break you started to explain what
21 Mr. Avenatti said to you at that event about Ms. Daniels's book
22 deal. So if you could start again. When he came and spoke to
23 you about it, what did he say?

24 MR. AVENATTI: Objection, your Honor. Work product;
25 attorney-client privilege.

M1Q8AVE5

Macias - Direct

1 THE COURT: Overruled.

2 You may answer.

3 THE WITNESS: I couldn't hear what anybody said. This
4 thing is loud.

5 THE COURT: You may answer.

6 Did you not hear the question?

7 THE WITNESS: This fan is really blowing hard.

8 THE COURT: Keep your voice up, please.

9 MR. PODOLSKY: I will.

10 BY MR. PODOLSKY:

11 Q. When Mr. Avenatti came -- at the CAALA event, what did Mr.
12 Avenatti say to you about Ms. Daniels's book deal?

13 Did you hear me?

14 THE WITNESS: This thing is really loud.

15 THE COURT: Try again. Mr. Podolsky, I'm not sure why
16 we are having issues all of a sudden, but keep your voice up.

17 THE WITNESS: Can I turn this off?

18 THE COURT: No. That's, unfortunately, why you are
19 able to be in there without a mask. Hopefully, Mr. Podolsky
20 can just keep his voice up.

21 Q. Mr. Macias, what did Mr. Avenatti --

22 THE WITNESS: Can I turn this speaker towards me?

23 THE COURT: Sure.

24 A. Go ahead, counsel.

25 Q. Mr. Macias, what did Mr. Avenatti say to you at that event

M1Q8AVE5

Macias - Direct

1 about Ms. Daniels's book deal?

2 A. So he came back to the table. He was really melancholy.

3 And I said, What's going on? And he said that she's going

4 nuts. I said, Who's she? He said, Stormy. I said, What's she

5 going nuts about? And, apparently, she was upset that she

6 wasn't getting paid, and she was going to go either to the

7 press or she was going to blow the press deal.

8 Q. When you say "apparently," was that based on what Mr.

9 Avenatti told you?

10 MR. AVENATTI: Leading.

11 A. Everything is what he told me.

12 THE COURT: Hang on, Mr. Macias.

13 Overruled.

14 Go ahead.

15 Q. Was that based on what Mr. Avenatti told you at that time?

16 A. Yes.

17 Q. What, if anything, did he say about why Ms. Daniels wasn't
18 getting paid?

19 MR. AVENATTI: Objection. Work product; privilege.

20 Can I have a standing objection, your Honor?

21 THE COURT: You can. Overruled.

22 MR. AVENATTI: Thank you.

23 A. He didn't say anything about why she wasn't getting paid,
24 but he wanted me to represent her to sue the book publishing
25 company.

M1Q8AVE5

Macias - Direct

1 Q. Who did you understand, based on that conversation, wasn't
2 paying at the beginning of September of 2018?

3 A. The book publishing company.

4 Q. What, if anything, did Mr. Avenatti say about him not
5 getting paid from the book publishing company?

6 A. He never said anything to me about that.

7 Q. Based on that conversation, who did you understand was to
8 get the money from the publisher at that time?

9 MR. AVENATTI: Objection. Calls for speculation, your
10 Honor. Foundation.

11 THE COURT: Overruled.

12 You may answer.

13 A. What Mr. Avenatti told me was that Stormy wasn't getting
14 paid from the publishers and she was going nuts.

15 MR. AVENATTI: Move to strike, your Honor.
16 Nonresponsive to the question.

17 THE COURT: Denied.

18 Q. Do you know, separate from that conversation, whether or
19 not the publisher had made a payment to Ms. Daniels at that
20 time?

21 A. I do not.

22 Q. Now, when was the next time that you saw Mr. Avenatti after
23 the CAALA event?

24 A. The Tuesday, that Tuesday right after Labor Day.

25 Q. Where did you see him?

M1Q8AVE5

Macias - Direct

1 A. He was in my conference room at my office.

2 Q. Did you have an appointment to meet with him at that time?

3 A. No. I was shocked -- apparently, when I was at lunch, he
4 came and he sat in my conference room, and I found out when I
5 got back from lunch about 20 minutes he was sitting there, that
6 he was in my conference room.

7 Q. Did you go to speak to him?

8 A. Yes.

9 Q. Before we get into the substance, what was his demeanor at
10 that time?

11 A. Agitated.

12 Q. What did he say to you when you spoke to him in your
13 conference room?

14 A. I was just kind of shocked at why he was there, and he said
15 that he was jammed up and he needed help.

16 Q. What did you understand him to mean by "jammed up"?

17 A. He told me what he meant.

18 Q. And what was that?

19 A. He said that he was about to be evicted from his office
20 space and that he needed money for his payroll. And I
21 questioned it. I said, How is this happening right now? He
22 was running around all over, doing all this press, why wasn't
23 his office organized? He said, Not now, I'm just jammed up.

24 Q. And you referenced that he said he needed help. Did he
25 explain what kind of help he was asking for?

M1Q8AVE5

Macias - Direct

1 A. He needed financial help.

2 Q. Did he explain what help he was asking for from you at that
3 time?

4 A. He asked me to loan him \$250,000 for a bridge loan.

5 Q. What does a bridge loan mean?

6 A. A loan for, money is due, but you need the money at this
7 point in time, and then you could -- it would be just bridging
8 the gap between the time the money came and your shortfall.

9 Q. Now, aside from the payroll and rent, which I believe you
10 referenced, did he explain whether he needed money for anything
11 else at that time?

12 A. No. That was the only two things. I was kind of taken
13 aback because he was the top lawyer all around TV and
14 everything. So I was shocked that he needed money for rent and
15 for payroll.

16 Q. What, if anything, did he say about needing to pay any
17 money to Ms. Daniels at that time?

18 A. There was no discussion about Ms. Daniels. All the
19 discussion about Ms. Daniels happened on that Friday evening at
20 the Girardi party.

21 Q. What, if anything, did he say at that time about how
22 quickly he needed the money from the loan?

23 A. Well, that's when you asked me why he was -- what his
24 demeanor was. He was just agitated. He said he needed the
25 money now. I kind of looked at him and said, Are you serious?

M1Q8AVE5

Macias - Direct

1 Q. How did respond to the request for a loan from you?

2 A. I used the "F" word with a no at the end.

3 Q. What, if anything, did you say after that?

4 A. He's like, Can you help me out, do you have anybody that
5 can give me a bridge loan?

6 Q. How did you respond?

7 A. I said, I do, I have some people that have some cash that
8 could probably get you a loan, but I don't know if they could
9 do it within the time period.

10 Q. What was your understanding of the time period that was
11 required?

12 A. As I said earlier, it was like now, at that time.

13 Q. Did you and he discuss any particular person who might be
14 able to provide such a loan?

15 A. No. He just said, Come on, player, you've got to help me
16 out, you've got to help me out. I said, I know some serious
17 guys, and I don't think you want to borrow money from them, but
18 I might have another guy that you could borrow money, let me
19 make a call.

20 Q. Who is that guy?

21 A. His name is Jack Guiragosian.

22 Q. Who is that? How do you know him?

23 A. Jack is a client of mine. I was a general counsel for a
24 company of his called Tri-Tech Internet Services, Inc. and
25 Cyber New World Business. He's an online tech guy. He also

M1Q8AVE5

Macias - Direct

owns -- he owned a handful of nightclubs in Los Angeles, very successful.

Q. Did you reach out to him at that time?

A. I did.

Q. Was Mr. Avenatti there for your call with Mr. Guiragosian?

A. He went back into the conference room because I think he did some sort of interview.

Q. Who is "he" in that sentence?

A. Avenatti.

Q. In substance, what did you communicate to Mr. Guiragosian?

A. I said, I have a colleague, you might have heard of him, Michael Avenatti. He needs a quick bridge loan to handle some sort of --

MR. AVENATTI: Objection. Hearsay.

MR. PODOLSKY: Your Honor, first of all, it's an agent statement in this context. Second of all, it's simply offered to advance the story.

THE COURT: The jury may not consider the statement for its truth but to explain what comes next.

With that, you may answer.

A. So I talked to Jack. I gave him who -- basically, kind of like a Reader's Digest of why Avenatti needed the bridge loan. My understanding was it was going to be for a couple of weeks, maximum a month or so. Would he be interested in assisting me in that request. And he said yes.

M1Q8AVE5

Macias - Direct

1 Q. Did you then communicate that to Mr. Avenatti?

2 A. Yeah.

3 Q. How did he respond?

4 A. He said he was going to draft up a promissory note.

5 Q. Let me show you --

6 MR. PODOLSKY: Mr. de Grandpre, if you could pull this
7 up for the witness and the parties and the Court what has been
8 marked for identification as Government Exhibit 604.

9 Q. Mr. Macias, do you recognize this document?

10 A. You want me to go through the notebook or on the computer?

11 Q. Whatever is easier for you.

12 A. I'm a paper guy.

13 THE COURT: Just find Government Exhibit 604, your
14 Honor.

15 A. I recognize this.

16 Q. What type of document is it?

17 A. It's an e-mail attached to a promissory note.

18 Q. Did you receive this e-mail from Mr. Avenatti?

19 A. Yeah. He sent it to me.

20 THE COURT: Into the microphone, please.

21 THE WITNESS: I apologize, your Honor.

22 A. Yes.

23 MR. PODOLSKY: The government offers Government
24 Exhibit 604.

25 THE COURT: Any objection?

M1Q8AVE5

Macias - Direct

1 MR. AVENATTI: None.

2 THE COURT: Admitted.

3 (Government's Exhibit 604 received in evidence)

4 MR. PODOLSKY: Mr. de Grandpre, if you could pull it
5 up for the jury, please.

6 Why don't we do it this way. If we could pull up the
7 e-mail on the left side and on the right side the first page of
8 the attachment.

9 Q. Do you see on the left side of the screen, or the first
10 page of Government Exhibit 604, an e-mail from Michael
11 Avenatti?

12 A. Yeah, directed to me, Sean.

13 Q. That was my first question. Is Sean in the "to" line you?

14 A. Yes.

15 Q. You see that it was sent September 4, 2018, at 5:16 p.m.?

16 A. I do.

17 Q. In relation to the events that we were just discussing,
18 your conversation in your office with Mr. Avenatti, when was
19 this e-mail sent to you?

20 A. On or about September 4, 2018, at 5:16 p.m.

21 Q. Was this during, before or after, close in time to, what
22 was the relationship to the discussion you were just describing
23 that you had with Mr. Avenatti about the loan?

24 A. So it was after I talked to Jack, after I told Avenatti
25 Jack is interested, Mr. Avenatti sent me this note. We had a

M1Q8AVE5

Macias - Direct

1 meeting with Jack that evening.

2 THE COURT: So this is all on the same day, later the
3 same day after your meeting in your conference room?

4 THE WITNESS: Yes, your Honor.

5 Q. Now, just looking on the right side of the screen, or in
6 the binder the second page, the beginning of the attachment,
7 what is the title of this document?

8 A. Nonnegotiable promissory note due November 5, 2018.

9 Q. What is a nonnegotiable promissory note?

10 A. Well, nonnegotiable is the terms are going to be set forth
11 in the document; promissory note is a promise basically to pay;
12 and that Mr. Guiragosian would be the noteholder for this.

13 Q. In substance, does this reflect a proposed loan from Mr.
14 Guiragosian to Mr. Avenatti?

15 A. It does.

16 Q. Who do you understand drafted this document?

17 A. I know that Michael drafted it.

18 Q. How do you know that?

19 A. Because he said I'm going to draft a note and can you print
20 it out.

21 Q. You see the amount is \$300,000 in the upper left-hand
22 corner?

23 A. I do.

24 Q. Now, did you go to meet Mr. Guiragosian about this
25 potential loan?

M1Q8AVE5

Macias - Direct

1 A. Yes.

2 Q. Where did you meet Mr. Guiragosian?

3 A. At his home in La Canada, California.

4 Q. How did you get there?

5 A. I drove.

6 Q. Did Mr. Avenatti come with you?

7 A. Yeah, he was in my passenger seat.

8 Q. What happened when you got to Mr. Guiragosian's house?

9 A. Jack, Mr. Guiragosian was outside playing basketball with
10 his son. I stepped out of the car. Mr. Avenatti stepped out.

11 I introduced Jack, or Mr. Guiragosian, to Michael. He told us
12 to come inside. We walked inside his home.

13 Q. What did you do at that point?

14 A. We sat pretty much in the living room area, and I excused
15 myself because I didn't want to make Michael feel awkward if
16 someone is asking for money. So I said, let me go grab a beer,
17 because I am very familiar with Jack, and I went into the
18 kitchen to get a beer.

19 Q. After you left to go get the beer, at any point, while Mr.
20 Avenatti was still there, did you go back and forth to the room
21 where Mr. Avenatti and Mr. Guiragosian were?

22 MR. AVENATTI: Leading.

23 THE COURT: Overruled.

24 A. I couldn't find a bottle opener in his kitchen so I had to
25 go back and I asked him, and I basically sat down and listened

M1Q8AVE5

Macias - Direct

1 to what was being spoke.

2 Q. In substance, can you describe the discussion between Mr.
3 Guiragosian and Mr. Avenatti?

4 MR. AVENATTI: Objection. Hearsay.

5 THE COURT: Overruled.

6 Let me just say, you can consider whatever testimony
7 the witness gives about statements that Mr. Avenatti made, you
8 may consider those for their truth. Whatever statements the
9 witness describes Mr. Guiragosian making you may consider only
10 for context, that is, for purposes of understanding Mr.
11 Avenatti's statements.

12 With that, you may proceed.

13 A. So Michael told Mr. Guiragosian that he needed the money
14 for a bridge loan to pay some costs that -- the Irvine Company
15 were Republicans and they were trying to throw him out, and it
16 was terrible, and he's fighting the good fight. And then he
17 said that he needed it for a bridge loan for two months and
18 that he'll pay him back; he had some big hit that was coming
19 in, in September or October, and so he would be sorted out or
20 paid up. And then we were about to leave and Jack said, OK,
21 that sounds good. He wanted to talk to a friend who is a
22 lawyer. No one had an issue with that. But I think then
23 Michael turned and said, I need the money by tomorrow morning.
24 Q. For clarity, you mentioned the Irvine Company. Did you
25 have an understanding, based on your discussions with Mr.

M1Q8AVE5

Macias - Direct

1 Avenatti, of what the Irvine Company was?

2 A. Irvine Company is a property owner of buildings in Orange
3 County. Mr. Avenatti has -- I guess had an office in Newport
4 Coast near Fashion Island, very nice part of Orange County.

5 Q. Was Irvine Company the landlord for that, as you understood
6 it?

7 A. My understanding is, but I don't have any other
8 understanding, from Mr. Avenatti saying the Irvine Company is
9 trying to throw him out.

10 Q. Following your meeting with Mr. Guiragosian, when is the
11 next time you heard from Mr. Avenatti?

12 A. The next morning, so that would be the 5th.

13 Q. How did you hear from Mr. Avenatti?

14 A. He was like blowing up my phone all morning.

15 Q. How early, as you recall it?

16 A. Like super early.

17 Q. Did you speak with him?

18 A. I did.

19 Q. What did he say?

20 A. Apparently, he didn't hear from Jack and he was just
21 basically on me to go call. It was like a beautiful September
22 morning, and I was just shaking my head thinking, no good deed
23 gets unpunished here. I said, let me get to the office and
24 then I will make some phone calls.

25 MR. PODOLSKY: Let's show for Mr. Macias and the

M1Q8AVE5

Macias - Direct

1 parties and the Court what has been marked for identification
2 as Government Exhibit 605.

3 Q. You can look in your binder, Mr. Macias, for 605.

4 A. I have got it.

5 Q. Do you recognize this e-mail -- this document, Mr. Macias?

6 A. I do.

7 Q. What is it?

8 A. This is an e-mail from Jack Guiragosian to me.

9 THE COURT: Let's leave it there. Thank you.

10 MR. PODOLSKY: The government offers Government
11 Exhibit 605.

12 MR. AVENATTI: Objection. Hearsay.

13 MR. PODOLSKY: It's not offered for any truth, and I
14 don't think there is any hearsay in the document.

15 THE COURT: I will allow it. The objection is
16 overruled.

17 Ladies and gentlemen, to the extent that there are any
18 statements in this e-mail, you may not consider them for their
19 truth, but you can certainly consider it for the fact that it
20 was sent and received.

21 (Government's Exhibit 605 received in evidence)

22 THE COURT: You may proceed.

23 MR. PODOLSKY: Mr. de Grandpre, if we can pull it up
24 for the jury, please.

25 BY MR. PODOLSKY:

M1Q8AVE5

Macias - Direct

1 Q. Do you see that Government Exhibit 605 is an e-mail to you,
2 Mr. Macias?

3 A. That's correct.

4 Q. You see at the top it's from Jack G?

5 A. Jack G, Jack Guiragosian, yes.

6 Q. When was this e-mail sent?

7 A. September 5, 2018, on or about 9:01 a.m.

8 Q. What was the subject?

9 A. Avenatti; loan no go.

10 Q. You see that Mr. Guiragosian wrote, "Sorry, Sean, as much
11 as I wanna help and be involved, this transaction can't happen
12 in such a short time period. Don't wanna hold you guys up with
13 back and forth."

14 Do you see that?

15 A. I do.

16 Q. Where were you when you received this e-mail?

17 A. I was at my office.

18 Q. What did you do after receiving this e-mail?

19 A. I called Avenatti.

20 Q. What did you tell him?

21 A. I told him, I said, Sorry, kid, Jack says no on the loan.

22 Q. How did he respond?

23 A. He was really upset, like really upset.

24 Q. Did he say anything at that time?

25 THE COURT: You can answer the question, whatever it

M1Q8AVE5

Macias - Direct

1 may have been.

2 A. I just don't want to, you know -- he was just really upset.

3 THE COURT: The question was, did he say anything?

4 Please answer regardless of what the words were.

5 Q. Mr. Macias, setting aside his emotions and demeanor, what
6 did he say?

7 A. It was a lot.

8 THE COURT: Can you recall the precise words? I
9 understand you seem uncomfortable about saying them, but put
10 that aside and please share the exact words.

11 THE WITNESS: It's not about me being uncomfortable
12 about saying words in court. I'm am OK with that, your Honor.
13 It's just that -- he was upset.

14 Q. What, if anything, did he say about the loan at that time?

15 A. I couldn't even understand him. It was almost like he was
16 teared up crying.

17 Q. Did you come to speak to him further about the possibility
18 of a loan?

19 A. Yeah. After he calmed down.

20 Q. Did you speak to him on the phone, in person?

21 A. On the phone.

22 Q. What, if anything, did he say about the possibility of
23 getting a loan at that point?

24 A. I mean, and I still feel bad for him, in a weird --

25 THE COURT: Mr. Macias, just answer the question.

M1Q8AVE5

Macias - Direct

1 THE WITNESS: I'm trying, your Honor. I kind of go
2 through my own process here.

3 A. So he was upset, calmed down, and then he asked me to reach
4 out to somebody else.

5 Q. Did he ask about a specific person or just anyone else?

6 A. He asked me -- he's, like, can you call Geragos?

7 Q. Who is Geragos?

8 A. Mark Geragos.

9 Q. How do you know that person?

10 A. Mark Geragos is a mentor, friend, marquis attorney from the
11 United States.

12 Q. What did you say in response to the request to reach out to
13 Mr. Geragos?

14 A. I did not want to call Geragos on a beautiful September
15 morning and ask him for money. I said, you're killing me.

16 Q. Did you come to call Geragos?

17 A. I did.

18 Q. Where was Mr. Avenatti when you called Mr. Geragos?

19 A. I don't know where he was. He wasn't near me so I don't
20 know where he was.

21 Q. In substance, what did you convey to Mr. Geragos?

22 MR. AVENATTI: Objection, your Honor. Hearsay.

23 MR. PODOLSKY: Again, not for the truth.

24 THE COURT: Same ruling. Same instructions.

25 You may answer.

M1Q8AVE5

Macias - Direct

1 A. So I called up Mark Geragos and I said, Hey, Avenatti's
2 jammed up. I said, Don't yell at me, but he needs a bridge
3 loan.

4 Q. Again, in substance --

5 A. You want me to continue? OK.

6 So Mark said, how much? And I said, 250 to 300. And he
7 kind of like laughed. And then he said, What's going on? I
8 said, He's getting squeezed by his company that manages or owns
9 the building, and he has some payroll problems. And that's
10 what I told him.

11 Q. Did Mr. Geragos agree to extend the loan?

12 A. Shockingly, he said -- he referred to him as El
13 Presidente -- he's like, Why not.

14 Q. Did you convey that back to Mr. Avenatti?

15 A. I called Avenatti out there and I said, you know what, I
16 just did it again. I'm just a lifesaver for you, kid. Geragos
17 is a go.

18 MR. PODOLSKY: Let's pull up for the witness and the
19 parties what is marked for identification as Government Exhibit
20 606.

21 Q. Mr. Macias, do you recognize this document?

22 A. It looks like a text conversation between me and Geragos.

23 MR. PODOLSKY: The government offers Government
24 Exhibit 606.

25 MR. AVENATTI: Objection, your Honor. Hearsay.

M1Q8AVE5

Macias - Direct

1 MR. PODOLSKY: There are no statements of facts in
2 here, your Honor.

3 THE COURT: Overruled. Admitted.

4 (Government's Exhibit 606 received in evidence)

5 MR. PODOLSKY: If we could please pull this up for the
6 jury, Mr. de Grandpre.

7 Q. Mr. Macias, what are we looking at, what is this exhibit?

8 A. So, you know, I talked to Mark a lot. So this looks like a
9 chain of text messages that I had with Mark over the weekend of
10 Labor Day 2018.

11 Q. You see in the middle there is a timestamp Wednesday,
12 September 5, 11:35 a.m.?

13 A. I do.

14 Q. You see below that, there is blue bubble that says, "Thanks
15 for sorting out Avenatti."

16 Do you see that?

17 A. Yes.

18 Q. Who wrote the text in the blue bubble?

19 A. That's definitely my language, so that's me.

20 Q. Why did you write on September 5, at 11:35 a.m. "thanks for
21 sorting out Avenatti"?

22 A. Because at that time my understanding was that the wire was
23 green-lighted to Avenatti for the loan.

24 Q. How much did you understand that loan was for?

25 A. 300,000.

M1Q8AVE5

Macias - Cross

1 Let me correct myself. My understanding, for Geragos
2 it was 250, 250.

3 Q. \$250,000?

4 A. Yeah. It was Jack that he asked for 300.

5 Q. Now, you mentioned before discussions about rent and so on.

6 Do you know how Mr. Avenatti spent the proceeds of that
7 loan?

8 A. I do not.

9 MR. PODOLSKY: Just one moment, your Honor.

10 Nothing further at this time, your Honor.

11 THE COURT: Cross-examination.

12 CROSS-EXAMINATION

13 BY MR. AVENATTI:

14 Q. Mr. Macias, good afternoon.

15 A. Hello.

16 Q. Have you consumed any alcohol or drugs in the last 24
17 hours, sir?

18 A. Yeah.

19 Q. What have you consumed?

20 A. I had a glass of champagne yesterday.

21 Q. Anything else, any cocaine or marijuana?

22 A. No.

23 Q. Now, how many times have you met with the government in
24 connection with this case?

25 A. Four or five times.

M1Q8AVE5

Macias - Cross

1 Q. And each time that you have met with the government, you
2 have had a criminal defense attorney present, isn't that true?

3 A. I had my attorney present.

4 Q. He is a criminal defense lawyer. He is here today. He is
5 seated in the second row there on the end, right, Mr. Gameel?

6 A. I don't know who Gameel is. It's David Gammill, and he is
7 my attorney.

8 Q. He is a criminal defense attorney and he is seated here
9 today, correct?

10 MR. PODOLSKY: Objection, your Honor.

11 THE COURT: Sustained.

12 Ladies and gentlemen, let me explain. Anyone is
13 entitled to hire a lawyer, and it's certainly not uncommon when
14 a witness is asked to meet with the government, with
15 prosecutors, that they may choose to bring a lawyer with them.
16 That is their right.

17 And with that, you may proceed, Mr. Avenatti.

18 MR. AVENATTI: Thank you, your Honor.

19 Q. Mr. Macias, before you agreed to meet with the government
20 in this case, you requested a proffer agreement?

21 A. Absolutely.

22 Q. And you requested a proffer agreement in order to allow you
23 to speak to the government and in order to prevent them from
24 using anything you might tell them against you in a criminal
25 case, isn't that true?

M1Q8AVE5

Macias - Cross

1 A. Absolutely. That's criminal law 101.

2 MR. AVENATTI: Move to strike everything after
3 "absolutely" as nonresponsive.

4 MR. PODOLSKY: He is responding to the question, your
5 Honor.

6 THE COURT: We will leave it as is.

7 Mr. Avenatti, go ahead.

8 Q. You did that because you wanted to make sure that you were
9 provided protection from the government pursuing criminal
10 charges against you. Isn't that true, sir, yes or no?

11 A. No.

12 Q. And you asked for the proffer agreement so that you could
13 say things to the government and they could not use them
14 against you, yes or no?

15 MR. PODOLSKY: Objection, your Honor.

16 THE COURT: Overruled.

17 A. No.

18 Q. Now, you understood that you had the ability to meet with
19 the government without a proffer agreement, yes or no?

20 A. I would never have done that.

21 Q. You understood, though, that witnesses meet with the
22 government all the time without a proffer agreement, don't you,
23 sir, yes or no?

24 A. No. That would be speculating.

25 Q. So you think every time a witness meets with the

M1Q8AVE5

Macias - Cross

1 government, based on your knowledge and experience, they always
2 have a proffer agreement, am I right about that?

3 MR. PODOLSKY: Objection, your Honor.

4 A. Every smart witness would.

5 THE COURT: Wait for an objection and a ruling.

6 The objection is sustained. You don't need to answer
7 the question.

8 Q. Mr. Macias, please just answer my question. Here is my
9 next question.

10 You have represented various individuals in connection with
11 criminal defense cases, correct?

12 A. Can you ask your question again?

13 MR. AVENATTI: Could I have it read back, your Honor?

14 THE COURT: The question was, you have represented
15 various individuals in connection with criminal defense cases,
16 correct?

17 A. I would say no.

18 Q. So you have never represented any witness in connection
19 with any criminal matter; is that your testimony, sir?

20 A. No. Criminal matters, but not defending them as a defense
21 counsel at trial.

22 Q. OK. So you have represented witnesses in connection with
23 criminal investigations, correct?

24 A. Absolutely.

25 Q. And you're familiar then, are you not, with generally what

M1Q8AVE5

Macias - Cross

1 a proffer agreement is, yes or no?

2 A. I am.

3 Q. And a proffer agreement is a written agreement that a
4 witness signs and the government signs that generally provides
5 that the witness will speak with the government and the
6 government will not use what they learned from the witness
7 during the meeting against the witness; is that your
8 understanding, sir?

9 A. That's a great restatement of what a proffer is,
10 absolutely.

11 Q. And that's what you demanded that these prosecutors enter
12 into before you would speak with them, right, yes or no?

13 A. I did because I had no idea what you were doing.

14 MR. AVENATTI: Move to strike after "I did" as
15 nonresponsive.

16 THE COURT: We will leave it at just "I did."

17 Q. And the reason why you asked for the proffer agreement was
18 because you were concerned about what the government might have
19 on you as it related to criminal exposure, isn't that true, yes
20 or no?

21 A. No. I would have gotten an immunity claim if I was
22 concerned.

23 THE COURT: Mr. Macias, just answer the question, and
24 we will leave it at "no."

25 THE WITNESS: OK.

M1Q8AVE5

Macias - Cross

1 MR. AVENATTI: Move to strike the balance.

2 THE COURT: Granted.

3 Just answer the question. If counsel for the
4 government wishes to follow up, they will have an opportunity.

5 THE WITNESS: I appreciate that. Thank you, your
6 Honor.

7 Q. You were concerned -- strike that.

8 Another reason why you asked for the proffer agreement was
9 because you were concerned that you might be setting yourself
10 up to be criminally charged, isn't that true, sir?

11 A. No.

12 Q. Have you ever seen the fee agreement that I or one of my
13 law firms has with Stormy Daniels?

14 A. I believe I did see it.

15 Q. It's your testimony that your best recollection is that
16 that agreement provides that I will represent her for one
17 dollar; is that your testimony, sir?

18 A. No. You said that you would represent her for one dollar.

19 MR. AVENATTI: Move to strike, your Honor, after "no."

20 THE COURT: Again, just answer the question. The
21 answer was "no," and we will strike the rest.

22 Q. Mr. Macias, before you met with the government, had you
23 ever seen the fee agreement between me and my firms and Ms.
24 Daniels?

25 A. I believe I did in March of 2018.

M1Q8AVE5

Macias - Cross

1 MR. AVENATTI: Can we pull up the fee agreement,
2 please.

3 Q. Before we pull it up, Mr. Macias, what do you recall about
4 the fee agreement?

5 A. That you were going to charge her one dollar to represent
6 her.

7 Q. That's what you recall seeing in March of 2018, correct?

8 A. No. That's what you told her --

9 MR. AVENATTI: Move to strike after "no" as
10 nonresponsive to the question.

11 THE COURT: Granted. We will leave it at "no."

12 Q. Mr. Macias, do you recall seeing the written fee agreement
13 in March of 2018, yes or no?

14 A. I just said -- I have said now twice I have.

15 Q. What do you recall the written fee agreement between Ms.
16 Daniels and me and my firms stating?

17 A. I don't recall as I sit here today.

18 Q. Do you know if there is a signed written fee agreement
19 between me and Ms. Daniels?

20 A. I do not know that.

21 Q. Did you ever discuss with Ms. Daniels a written fee
22 agreement?

23 A. No.

24 Q. Sir, isn't it true when we met with Mr. Guiragosian, that
25 he voiced an interest in investing in a website that would

M1Q8AVE5

Macias - Cross

1 allow him to market my legal services in exchange for a
2 financial interest?

3 MR. PODOLSKY: Objection.

4 Q. Isn't that true?

5 MR. PODOLSKY: Objection.

6 THE COURT: Sustained.

7 Q. Mr. Macias, the meeting that you testified on direct about,
8 I want to take you back to that meeting. Do you have the
9 meeting in mind?

10 A. Which meeting is that, the meeting in my office or with
11 Jack?

12 Q. The meeting at Jack's home that you testified about.

13 A. I got it.

14 Q. Isn't it true that during that meeting, it was discussed
15 that Mr. Guiragosian had an interest in investing in a web
16 business involving me?

17 A. I don't recall that part.

18 Q. Are you saying that didn't happen?

19 A. Remember, I was outside getting a beer, so it could have
20 happened but I wasn't present.

21 Q. Well, let's take a look at Exhibit 605, the e-mail.

22 Maybe we can blow up the second sentence.

23 "I would still be interested in investing and doing
24 something in the near future."

25 Did I read that correctly, sir?

M1Q8AVE5

Macias - Cross

1 A. You did.

2 Q. Now, the fact of the matter was, Mr. Macias, that in the
3 fall of 2018, you were incredibly enthusiastic that I might run
4 for higher office, isn't that true?

5 MR. PODOLSKY: Objection, your Honor.

6 THE COURT: Overruled.

7 A. Absolutely. I told you I wanted to be ambassador.

8 Q. What do you mean ambassador.

9 A. You told me you wanted me to be chief of staff. I said
10 make me ambassador of France, that would be awesome.

11 Q. Isn't it true, sir, that in late August of 2019, you
12 attempted to raise money for my campaign?

13 A. 2019?

14 MR. PODOLSKY: Objection.

15 Q. 2018.

16 THE COURT: Sorry. Can you ask the question again?
17 And if there is an objection, I will rule on it.

18 Q. Isn't it true, sir, that in late August of 2018, around the
19 same time that the government was asking you about, you
20 actually sent me a text message that said you were going to
21 raise money for me so that I could run like a banshee?

22 A. Did I say banshee? If you could show me the text to
23 refresh my recollection.

24 Q. Do you deny that you sent the text?

25 MR. PODOLSKY: Objection, your Honor.

M1Q8AVE5

Macias - Cross

1 THE COURT: Sustained.

2 MR. AVENATTI: Can I please have the text for the
3 benefit of the witness?

4 THE COURT: No. Ask your next question, please.

5 MR. AVENATTI: I was going to refresh your
6 recollection.

7 THE COURT: I understand what you were going to do,
8 but ask your next question, please.

9 Q. Mr. Macias, the money that you were attempting to raise for
10 me in August and September of 2018 related to my potential
11 campaign, didn't it?

12 MR. PODOLSKY: Objection.

13 A. I am completely confused.

14 THE COURT: Hold on. There is an objection so you
15 have to wait for a ruling.

16 Sustained as to form.

17 Q. Mr. Macias, in August and September of 2018 -- strike that.
18 On direct you told a story about efforts to find money for
19 me. Do you recall that testimony on direct?

20 MR. PODOLSKY: Objection as to characterization.

21 THE COURT: The jury's recollection of the testimony
22 will control. I reminded you before that questions that
23 lawyers ask and that Mr. Avenatti asks are not evidence; only
24 the answers of the witness are evidence.

25 With that, Mr. Avenatti, why don't you ask your next

M1Q8AVE5

Macias - Cross

1 question since I think the framing has occurred.

2 Go ahead.

3 Q. Mr. Macias, on direct examination, you were asked a number
4 of questions about your efforts to raise money for me in August
5 and September of 2018. Do you recall that?

6 A. I don't recall the word raising money for you. You asked
7 me to help you out for a loan.

8 MR. AVENATTI: After the first "you" move to strike as
9 nonresponsive.

10 THE COURT: Denied.

11 Q. Mr. Macias, you testified on direct about your efforts to
12 find money for me. Do you recall that?

13 A. I don't accept your wording so I can't answer as worded.
14 So I would request that you reword your question.

15 MR. AVENATTI: Your Honor, I would like an answer to
16 the question.

17 THE COURT: Ask another question and he will answer
18 it.

19 Q. Mr. Macias, on direct examination, you answered various
20 questions about efforts to assist me in getting money. Do you
21 recall that?

22 A. I was --

23 Q. Do you recall the questions and the answers, sir?

24 A. Yes.

25 Q. OK. Isn't it true that those efforts to find money for me

MlqWave6

1 related to my campaign?

2 A. Absolutely not.

3 THE COURT: We are going to stop there for the day.

4 Ladies and gentlemen, a couple of reminders, my usual
5 ones. Number one, please keep an open mind. You have not
6 heard all of the evidence in the case. Number two, do not
7 discuss or communicate about the case to anyone involved in it
8 or to anyone, in any way, shape or form. Number three, don't
9 do any research about the case, investigate anyone involved in
10 the case, or anything of that sort. Number four, as you know,
11 if you hear anything, see anything on the news, in the
12 newspaper, on the internet about the case, close it, shut it
13 down, change the channel, whatever the case may be. It's your
14 obligation to avoid being exposed to anything about the case.

15 With that, I wish you a very pleasant evening. If you
16 can make it four days in a row that you are here on time and
17 ready to go, that will be awesome, and we will see you in the
18 morning. Thank you very much.

19 (Continued on next page)

MlqWave6

1 (Jury not present)

2 THE COURT: You may be seated.

3 Mr. Macias, in a moment, I'll excuse you. Just before
4 I do, let me give you a couple instructions first. Please be
5 here by 9 a.m. tomorrow, ready to go to resume your testimony.
6 Looks to me you're not thrilled about that, and I apologize,
7 but it is what it is.

8 No. 2, you may not communicate with the
9 representatives of the government about the substance of your
10 testimony because you're on cross-examination. You certainly
11 may with respect to logistical matters, but limited to that.
12 You may speak to your own lawyer, but your lawyer may not be a
13 conduit for communications with the government.

14 With that, you may step down, and we'll see you
15 tomorrow morning. And thank you very much.

16 THE WITNESS: Your Honor, can I have an understanding
17 of how long I'll be here tomorrow?

18 THE COURT: Sure. That's reasonable enough.

19 Mr. Avenatti, do you know how much longer you have on
20 cross-examination here?

21 MR. AVENATTI: Less than 30 minutes.

22 THE COURT: OK.

23 MR. AVENATTI: And I'd like to renew the objection.

24 THE COURT: Mr. Avenatti, not now. Thank you.

25 You may step down, Mr. Macias, and you're excused from

MlqWave6

1 the courtroom.

2 MR. AVENATTI: Your Honor, the objection --

3 THE COURT: Mr. Avenatti, not now.

4 MR. AVENATTI: Understood.

5 THE COURT: Thank you. Then hold your tongue, please.

6 (Witness not present)

7 THE COURT: The witness is out of the room.

8 Mr. Avenatti, what do you wish to say?

9 MR. AVENATTI: I was going to ask for an instruction
10 of the witness not to converse with his counsel, which was the
11 same request we made previously. I understood the Court denied
12 it previously.

13 THE COURT: And I --

14 MR. AVENATTI: In fact, I wanted to make the record
15 before the witness left the room, your Honor.

16 THE COURT: Well, it's harmless, because the same
17 request gets the same ruling, and it is denied.

18 We have to take up the motion to quash. I would
19 propose that we take a couple minutes' break just so folks can
20 stretch and take care of whatever business they need to take
21 care of.

22 I think in future trials, I may have to ask in my jury
23 selection things about bladder control. I've never had this
24 problem before, but be that as it may, I'll give you an
25 opportunity to take care of that yourselves.

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1 It's 3:05. Why don't you be ready in just about five
2 minutes so we can deal with that promptly, and at that time,
3 you can tell me if there's anything else we need to deal with
4 as well. I suppose we should also address the government's
5 motion, filed last night, to preclude cross with respect to
6 Ms. Clifford.

7 Be back in a few minutes.

8 (Recess)

9 THE COURT: You may be seated.

10 I think Mr. Meister is here.

11 MR. MEISTER: Yes, your Honor.

12 THE COURT: Mr. Meister, are you admitted in the
13 Southern District?

14 MR. MEISTER: I am.

15 THE COURT: All right. Let's take up the motion to
16 quash first. I guess why don't I hear from Mr. Avenatti, and
17 then we'll go from there.

18 I assume, let me confirm the government and Mr.
19 Avenatti have both received a copy of Mr. Meister's submission?

20 MR. PODOLSKY: Yes, your Honor.

21 THE COURT: Mr. Avenatti.

22 MR. AVENATTI: Thank you, your Honor.

23 THE COURT: Have you received a copy of the
24 submission?

25 MR. AVENATTI: Yes, sir.

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1 THE COURT: OK. I don't know if it's yet on the
2 docket, but certainly --

3 MR. PODOLSKY: I think I saw an ECF bounce, your
4 Honor.

5 THE COURT: OK. Great.

6 Mr. Avenatti.

7 MR. AVENATTI: Yes, your Honor.

8 Your Honor, I want to start with the events of
9 yesterday, because I think they're relevant to the issue of
10 whether the subpoena should be quashed.

11 During the cross-examination of Mr. Janklow, or at the
12 end of the examination, I should say, your Honor ended the
13 cross-examination of Mr. Janklow early and told my counsel at
14 the time, Mr. Dalack, to sit down, that he was effectively
15 done, in the presence of the jury.

16 Your Honor, at the end of the cross-examination of Mr.
17 Janklow, while Mr. Dalack was exploring a number of relevant
18 areas -- and I understand the Court may disagree, but had spent
19 considerable time in the morning session cross-examining Mr.
20 Janklow relating to -- or related to relevant topics, highly
21 relevant to this case, and I'll get to that in a minute. That
22 was highly prejudicial, your Honor, in that it precluded the
23 defense from examining a superior witness on issues that are at
24 the center of the defense theory of this case, and I lodged my
25 objection on the record to the Court doing so, especially

MlqWave6

1 before the jury, and at a minimum, I believe we should be able
2 to re-call Mr. Janklow and finish the cross-examination.

3 THE COURT: Well, the objection is overruled,
4 obviously, and you've made your record. As I said yesterday, I
5 think my cutting Mr. Dalack off, after repeated warnings to
6 move on and given the nature and extent of his questions in the
7 morning, was on firm ground under Rule 611.

8 The focus at this point is why you should be permitted
9 to re-call Mr. Janklow, particularly given that he has a
10 nonrefundable vacation with his family upon which he is due to
11 leave tomorrow. So focus on that, please.

12 MR. AVENATTI: We are presently, as the Court is well
13 aware, on the government's case in chief and then I will have
14 an opportunity to put on my case in chief. During my case in
15 chief, I want to explore with Mr. Janklow all of the work I did
16 for Ms. Daniels on the book deal and ensuring that the book got
17 published, the pivotal role that I played and the quantity and
18 quality of my work. All of that testimony and evidence, your
19 Honor, goes directly to a central defense in this case, which
20 is that I was entitled to a fee from Ms. Daniels for that work,
21 both under the contract and under the law of *quantum meruit*,
22 both in California and New York. And I have two citations.

23 THE COURT: I don't need citations on that. Thank
24 you.

25 MR. AVENATTI: OK.

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1 It goes directly, this evidence and testimony, your
2 Honor, goes directly to my state of mind and my intent. You
3 cannot be convicted of stealing your own money. You cannot be
4 convicted of stealing money you legitimately believe you're
5 entitled to under a contract and black letter law because of
6 work that you did. We previously handed up, or I previously
7 handed up the *Rossomando* case to your Honor.

8 THE COURT: And I've read the portion that you
9 highlighted. Mr. Avenatti, I understand the argument that
10 you're trying to make, and I understand that you will make it
11 to the jury.

12 My question is what did you not get from Mr. Janklow
13 that you need to re-call him? Because the arguments that you
14 are making are based on evidence that's already in the record.
15 The jury knows that the book didn't do well. The jury knows
16 that you did a ton of work for Ms. Daniels, certainly at the
17 start in negotiating the contract. But thereafter, the jury
18 knows you had extensive conversations and communications with
19 Mr. Janklow on Ms. Daniels's behalf. I think all of the
20 arguments you're trying to make are makeable based on the
21 evidence that's already in the record, not to mention your
22 counsel, at the time, had ample opportunity to elicit whatever
23 he needed from Mr. Janklow in the time that he was on the
24 stand. So I just don't see it.

25 MR. AVENATTI: Your Honor, let me see if I can assist

MlqWave6

1 the Court in seeing it.

2 THE COURT: Mr. Avenatti, don't condescend to me. All
3 right? Make your argument. If you can make your argument and
4 you can persuade me, that's one thing. If you don't, then
5 that's another thing. But make your argument, do it
6 straightforwardly, and then tell me what your argument is.

7 MR. AVENATTI: Your Honor, to be clear, I meant no
8 disrespect.

9 THE COURT: OK.

10 MR. AVENATTI: I'm sorry.

11 THE COURT: Make your argument.

12 MR. AVENATTI: OK.

13 The amount and quality of the work I did on the book,
14 your Honor, during the duration, from the negotiation with the
15 publisher all the way up through the publishing of the book,
16 including the publicity, your Honor, goes directly to whether
17 my belief was reasonable and whether I had any intent to
18 defraud Ms. Daniels.

19 THE COURT: I'm not disagreeing with that as a valid
20 argument that you may make to the jury. But my question is,
21 based on the record as it stands today, between the testimony
22 of Mr. Janklow, which made very clear how extensively involved
23 you were on behalf of Ms. Daniels, not to mention the testimony
24 of Ms. Regnier, from whom you elicited that you did a ton of
25 work and expended a ton of resources on behalf of Ms. Daniels,

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1 what do you need Mr. Janklow for again in order to develop the
2 record on that point to make that argument?

3 MR. AVENATTI: Because the cross-examination of Mr.
4 Janklow was confined to the front end of the time period, your
5 Honor, and we were not permitted to develop the record relating
6 to the work that I did after signing the -- well, actually,
7 just prior to signing the book contract as well as during the
8 process of getting the book published, including the time
9 period thereafter relating to the publicity and all of the
10 other work and the quality and quantity of the work that I did
11 on Ms. Daniels's behalf. We were not permitted to develop that
12 because the cross-examination was curtailed by your Honor, and
13 that is the area, or areas, that I intend, if permitted, to
14 explore with Mr. Janklow on direct examination during my case
15 in chief.

16 That's the first area, and then I have a second area.

17 THE COURT: Great. So let's move to the second area.

18 MR. AVENATTI: The second area is that I expect
19 Ms. Daniels to testify about her financial dealings with
20 Mr. Janklow and the book publisher relating to the book deal,
21 and I expect much of that testimony to be false based on what
22 she has said publicly. I must have the ability to call Mr.
23 Janklow to testify relating to Ms. Daniels's false testimony
24 before the jury.

25 I'm happy to share with the Court -- *in camera*, ex

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1 *parte* -- documentary evidence of what I am referring to; in
2 particular, statements previously made by Ms. Daniels,
3 attacking Mr. Janklow and the publisher for allegedly
4 defrauding her in the exact same way that she has made these
5 allegations against me. I should be permitted to re-call Mr.
6 Janklow in the event that Ms. Daniels provides such testimony
7 to demonstrate to the jury that Ms. Daniels is not being honest
8 when it comes to the book deal in her allegations against me
9 and others in connection with the book deal; that she's not
10 being honest in connection with her allegations relating to all
11 three parties -- me, the publisher, and the agent -- relating
12 to how the book moneys were provided.

13 And again, I'm also prepared to provide an *in camera*,
14 *ex parte* oral proffer as to the additional areas of inquiry
15 that I wish to explore with Mr. Janklow in my case in chief
16 following the expected testimony not only of Ms. Daniels on the
17 government's case but also Ms. Beier, Elizabeth Beier, who is
18 on the government's witness list and I understand is going to
19 be called.

20 I have no desire to inconvenience Mr. Janklow or his
21 family. I am respectful of his travel plans, but at the same
22 time, I certainly do have a due process right and a right under
23 the Fifth and Sixth Amendments to mount a defense in this case,
24 and a significant portion of the defense is, was I entitled to
25 a fee; did I have a reasonable belief in that fee; how much was

MlqWave6

1 a reasonable amount for that fee, etc.

2 This is the core of the defense, your Honor, in this
3 case, and I need to be able to explore those areas adequately
4 with the jury. And so for each of those reasons, I would ask
5 that I be permitted to either re-call Mr. Janklow out of turn
6 in order to present that testimony and evidence to the jury, or
7 that alternative arrangements be made so that I can re-call Mr.
8 Janklow in my case in chief, which I'm permitted to obviously
9 put on a case in chief in defense. And for each of those
10 reasons, your Honor, I think the motion to quash should be
11 denied, and I would request an opportunity to examine Mr.
12 Janklow along the lines of what I've mentioned. And again, I'm
13 willing to provide additional information *ex parte*, *in camera*
14 relating to the defense.

15 THE COURT: All right. Let me hear from the
16 government. I think you're certainly welcome to develop the
17 record on the first point if you think there's anything further
18 that needs to be said, but I find that argument utterly without
19 merit. I think the record is perfectly well developed for Mr.
20 Avenatti to make the arguments that he wishes to make between
21 Mr. Janklow's testimony and Ms. Regnier's. I think if he had
22 questions to ask of Mr. Janklow, he had ample opportunity, and
23 that is not a justifiable basis to re-call him. So if that
24 were the only argument, I would grant the motion to quash.

25 I guess the question I have is -- again, you can make

MlqWave6

1 whatever record you want to supplement that, but with respect
2 to the second issue, how I should address that. I obviously
3 don't know what Ms. Clifford is going to testify to. I don't
4 know what Mr. Avenatti is alluding to. He's offered to make a
5 proffer *in camera*, and perhaps I should take him up on that,
6 but that one is hard to assess at this juncture.

7 MR. PODOLSKY: Well, on the first point, I think you
8 quit while you're ahead, so I'm not going to make a further
9 record on that. But on the second point --

10 THE COURT: Keep your voice up, please.

11 MR. PODOLSKY: Yes, your Honor.

12 Look, this is utterly speculative. The defendant, if
13 he wished, your Honor, can make whatever proffer he wants to
14 you, but we don't expect testimony to be elicited about false
15 accusations to Mr. Janklow, No. 1.

16 No. 2, we don't think that would be a basis to re-call
17 him on a collateral matter about, I suppose, what Mr. Avenatti
18 is saying is that she might have falsely accused someone else.
19 I don't expect that to be the testimony, but I don't see why we
20 would re-call Mr. Janklow on that. And I particularly don't
21 see why we'd re-call him on that for the third reason, which is
22 Mr. Avenatti was already permitted to ask him about that.

23 There were questions on cross-examination about
24 whether he was aware of any accusations by Ms. Daniels against
25 Mr. Janklow, and Mr. Janklow's answer was no. So I really

MlqWave6

1 don't see the purpose here of testimony that is going to be
2 irrelevant, cumulative, and a waste of everyone's time on this
3 issue or any other.

4 THE COURT: All right.

5 Mr. Meister, do you want to just make your way to the
6 podium here so you can find a microphone.

7 Anything you wish to say?

8 MR. MEISTER: Just briefly, your Honor.

9 First of all, we will rely on the argument that's in
10 the letter.

11 Just with respect to this new point, I guess the other
12 thing I would just add to Mr. Podolsky's argument --

13 THE COURT: Loudly and into the microphone, please.

14 MR. MEISTER: Sorry.

15 I think what Mr. Avenatti is proffering is that at
16 some point in the past, Ms. Daniels accused Mr. Janklow of some
17 sort of impropriety. But I don't think that there's any
18 proffer that that's what she's going to say on the stand here.
19 And so what is the relevance if, at some point in the past, she
20 made an accusation against him, which he already denied, you
21 know, in his testimony? I sort of fail to see how this can
22 possibly bear on the issues in this case.

23 I also agree that -- I also agree, your Honor, that
24 the defense counsel had a lot of opportunity to talk to -- to
25 question Mr. Janklow about his conversations with Ms. Daniels,

MlqWave6

1 a lot about Ms. Daniels that went on for a couple of hours.

2 They could have asked more questions on that score.

3 That's all I have, Judge.

4 THE COURT: All right. And can you tell me -- I know
5 from your letter, I think you said that Mr. Janklow is due to
6 leave tomorrow. Is that correct?

7 MR. MEISTER: Tomorrow morning, Judge.

8 THE COURT: And when is he scheduled to return?

9 MR. MEISTER: He's returning to the country on
10 February the 3rd.

11 THE COURT: Which is next Thursday, is that correct?

12 MR. MEISTER: I don't have a calendar in front of me,
13 your Honor.

14 THE COURT: All right. I'll take judicial notice that
15 it is next Thursday.

16 All right. Very good. Thank you. I appreciate it.

17 Mr. Avenatti, anything you wish to say?

18 MR. AVENATTI: Yes, your Honor. One, maybe two
19 things.

20 First of all, we would not be opposed to doing it by
21 way of two-way video from wherever Mr. Janklow is located in
22 order to accommodate him and his schedule. In light of the
23 fact that he's leaving town, I'd be more than willing to do it
24 that way if that would be more acceptable to your Honor and to
25 Mr. Janklow and his counsel and the government.

MlqWave6

1 So that is No. 1. And I'm not going to repeat myself
2 relating to what I've already said, your Honor.

3 THE COURT: All right.

4 Here's my ruling. I am, at least tentatively,
5 preliminarily granting the motion to quash and allow Mr.
6 Janklow to go on his vacation.

7 I certainly see no basis to deny it based on the first
8 argument that Mr. Avenatti made. As I said, he had ample
9 opportunity to develop the record on that when Mr. Janklow was
10 on the stand. I was well within the bounds of Rule 611 in
11 cutting Mr. Dalack off when I did, but regardless, he had ample
12 opportunity and, more importantly, actually availed himself of
13 that opportunity, which is to say that the record is well
14 developed on those issues, and Mr. Avenatti will be able to
15 make that argument to the jury, and I see no reason to
16 inconvenience Mr. Janklow and require him to appear to develop
17 it further. Indeed, any such testimony would be cumulative.

18 I'm pretty skeptical that there will be a basis to
19 re-call him for purposes of impeaching or anything with respect
20 to Ms. Clifford, but obviously that is speculative at this
21 point in the sense that I don't know what she's going to say
22 and whether and what the record will be on that. So I'm
23 denying it but subject to reconsideration. If, after
24 Ms. Clifford testifies, you think there is a basis to renew the
25 subpoena or renew the request for him to appear, I will take

MlqWave6

1 that up at that time and make a decision. And if I agree that
2 it's appropriate to re-call Mr. Janklow, then we'll discuss the
3 means of doing that.

4 If we are still going as of next Thursday, it may be a
5 moot point and he may be back and able to testify in person.
6 If not, maybe we can make arrangements to have him testify by
7 two-way video, just as we did for Ms. Regnier. So I think
8 bottom line is I'm not going to stand in the way of his
9 vacation; to the extent that there is a subpoena demanding his
10 presence here in court later this week or early next week the
11 motion to quash that subpoena is granted. If there is a basis
12 to call him after Ms. Clifford testifies, Mr. Avenatti can take
13 that up at that time, and I will consider it at that time.

14 Mr. Meister, anything else you need on that?

15 MR. MEISTER: No, your Honor.

16 Just one clarification on the date. He arrives back
17 in the country on February the 3rd. I don't know what time.

18 THE COURT: Understood. And we'll deal with whatever
19 we need to deal with, and I assume you'll be available if we do
20 need to make arrangements for him to either appear remotely or
21 in person; that you'll make yourself available in assisting on
22 that. Correct?

23 MR. MEISTER: Of course.

24 THE COURT: Thank you very much. You're welcome to
25 stick around if you like, but you're also welcome to go.

MlqWave6

1 All right. Can I get a sense from the government
2 about scheduling tomorrow? I take it Mr. Macias has, I'm going
3 to estimate about an hour to go, maybe less. What happens
4 thereafter?

5 MR. PODOLSKY: Yes, your Honor.

6 After Mr. Macias, we will call Enrique Santos, who
7 is -- investigative analyst is the right title, in our office,
8 followed, we anticipate, by Ms. Daniels.

9 THE COURT: All right. And I think that you have
10 provided information on testing of Mr. Santos. I trust that
11 you'll get me that information as to Ms. Daniels.

12 MR. PODOLSKY: Consistent with the rules, we expect
13 her to take her test in the morning, and we will provide the
14 results to the Court.

15 THE COURT: All right. Very good.

16 And how long do you expect the Santos testimony to be?

17 MR. PODOLSKY: 30 minutes, your Honor.

18 THE COURT: All right. And do you have an estimate of
19 how long your direct of Ms. Daniels is likely to be?

20 MR. PODOLSKY: Sounds like the estimate is
21 approximately three hours, give or take.

22 THE COURT: All right. Sounds pretty likely that her
23 testimony will be continuing into Friday.

24 MR. PODOLSKY: I think for what we anticipate
25 cross-examination to be, I think that's a safe bet.

MlqWave6

1 THE COURT: All right. Very good. Thank you for
2 that.

3 Let's talk about the motion to limit the scope of
4 cross.

5 Mr. Avenatti, do you wish to be heard on that?

6 MR. AVENATTI: I do, your Honor, please.

7 THE COURT: Go ahead.

8 MR. AVENATTI: All right. Your Honor, I'll start with
9 what I think is the most obvious issue, which is certainly I
10 should be able to cross-examine Ms. Daniels relating to the
11 work that me and my firm did on her numerous matters and issues
12 between February of 2018 and February of 2019. All of that
13 work and the quality of the work and what was done goes
14 directly to the issue of whether we were entitled to be paid
15 both under the contract and under *quantum meruit*. The quantity
16 of the work, all of the work that was done, the costs that were
17 expended, how many matters we worked for her on, the range of
18 those matters, the work involved, all of that is fruitful
19 ground for developing the defense in this case, which is
20 consistent with what I just mentioned moments ago relating to
21 Mr. Janklow.

22 THE COURT: All right. Let me interrupt you. I want
23 to parse this out in a few different ways.

24 First of all, there's a quantity question and there's
25 a quality question. You've made reference on a couple

MlqWave6

1 occasions to being allowed to introduce evidence of the quality
2 of your representation. As I said, I'm pretty sure, I'm
3 confident that this case is not about whether you're a good
4 lawyer or a bad lawyer. It's about whether you defrauded
5 Ms. Daniels.

6 What relevance does the quality of your representation
7 of her, or anyone else for that matter, have to do with that
8 question?

9 MR. AVENATTI: It goes to the reasonableness of the
10 money that was kept and whether that would be a reasonable fee
11 under both the contract and the law in California and New York
12 on *quantum meruit*.

13 THE COURT: And point me to the provision in the
14 contract that makes the quality of your work relevant to the
15 fees that you would be entitled to take.

16 MR. AVENATTI: The contract has the word
17 "reasonableness" or "reasonable" fee as it relates to the book
18 in particular, your Honor, and I think that in determining what
19 a reasonable fee is, part of the analysis is the quality of the
20 work, both the quantity and the quality of the work. The span
21 of time, the amount of work, how many matters were involved,
22 the efforts that had to be undertaken, all of that goes to the
23 determination as to whether it was reasonable for me to expect
24 a fee, whether I was entitled to a fee, the amount of that fee.
25 And it all goes to my state of mind and intent, as I previously

MlqWave6

1 stated. I'm not going to repeat those same arguments now.

2 And I would again direct the Court to the *Rossomando*
3 case that I handed up earlier today.

4 THE COURT: And I cut you off earlier, but do you have
5 authority for the proposition that the quality of the work is
6 relevant in the *quantum meruit* analysis?

7 MR. AVENATTI: Yes, your Honor. Could I provide some
8 cases to your Honor?

9 THE COURT: Yes, please.

10 MR. AVENATTI: California Supreme Court, *Fracasse v.*
11 *Brent*, 494 P.2d 9 (1972) and its progeny. It's a fairly
12 well-known case in California, your Honor.

13 In New York, I would direct the Court's attention to
14 the --

15 THE COURT: What relevance does New York law have in
16 this case on this issue?

17 MR. AVENATTI: I merely wanted to provide it to your
18 Honor, by way of background and seeing that the --

19 THE COURT: I don't need the background. I just need
20 what's relevant. California I get. New York I don't get.

21 MR. AVENATTI: And I'm happy, your Honor, to -- I
22 don't have them directly in front of me right now, but I'd be
23 happy to provide two or three other seminal decisions in
24 California relating to the measure of *quantum meruit* in an
25 attorney-client-type relationship that terminates.

MlqWave6

1 THE COURT: OK.

2 MR. AVENATTI: But in my experience, my understanding
3 is it's about a 12-factor test in California: the expertise
4 that the lawyer shows; the experience of the lawyer; the
5 quality of the work; the quantity of the work; the timeliness
6 of the work. I mean these are five factors off the top of my
7 head, but there are a number of factors that go into that
8 determination in determining what a reasonable fee is under the
9 circumstances, your Honor. And I think I need to be able to
10 develop the evidence to support that argument before the jury.

11 THE COURT: OK. No. 1, I'll certainly hear from the
12 government in a moment on that.

13 No. 2, I think I'm inclined to agree with you that
14 you're entitled, within reasonable limits, to elicit the
15 quantity of the work that you did on her behalf, because it
16 certainly is relevant to your argument that you were entitled
17 to fees because of the time and expenses you made on her
18 behalf. That, to me, is different from the nature of the
19 particular cases.

20 You asked a question earlier today about a case
21 involving the family separation policies, I think, of the Trump
22 administration. I don't want to get into cases that are on
23 hot-button issues, that are politically charged. That is not
24 relevant for the jury. It is more prejudicial than probative,
25 and I don't want to get into that. So I sustained the

MlqWave6

1 objection with respect to that question. It also had no
2 relevance, that particular question. But I definitely don't
3 want you going there with Ms. Daniels, so it's one thing to
4 elicit the facts -- that you were involved in various cases and
5 in general terms what the cases were so that we can
6 differentiate among them. But I don't want to get into the
7 particulars of what the claims were in those cases, among other
8 things, also because they're just allegations in most
9 instances.

10 Anything you wish to say on that?

11 MR. AVENATTI: I understand your Honor's position. I
12 intend on respecting it, adhering to it, and I do not intend,
13 your Honor, on getting into a detailed factual recitation of
14 each of these cases. I will provide a little bit of
15 information or seek to provide some, get some testimony from
16 Ms. Daniels relating to some of these cases just merely so we
17 can keep them all straight. There's a lot of them, as you
18 know.

19 THE COURT: I don't disagree, but do it at a level of
20 generality and without anything salacious or politically
21 charged, and then I think it will probably be OK.

22 All right. Let me hear from the government on that.
23 Again, maybe divide it into quantity, quality, and the
24 specifics of potentially politically charged cases.

25 MR. SOBELMAN: We agree with the Court with respect to

MlqWave6

1 quantity and quality generally. However, I do just want to
2 point out the defendant's argument seems to be that the
3 reasonable fee clause, which only related to a book or media
4 opportunity, somehow would import the entirety of his work for
5 Ms. Daniels and that deciding what a reasonable fee for
6 representing her in the book deal would be would somehow
7 encapsulate a study of the litigations that she was involved
8 in.

9 We don't see how that could possibly be relevant,
10 whether the quality, quantity, etc. I understand your Honor's
11 ruling, and we don't feel strongly about him eliciting
12 generally he was involved in other litigations, although he's
13 firmly established that through Ms. Regnier. We think it's
14 cumulative at this point. It's unclear how it could possibly
15 be relevant in the way that he suggests.

16 THE COURT: What about his point on *quantum meruit*? I
17 have to say, having not heard these words until this
18 proceeding, I haven't given that any thought, but your response
19 on that. Also, I guess, one thing I would say on that, unless
20 Mr. Avenatti testifies and says that his intent, he believed
21 that he was entitled to these funds based on *quantum meruit*,
22 I'm not sure how he could make that argument to the jury. But
23 your thoughts on that.

24 MR. SOBELMAN: Agreed, your Honor, and I've also not
25 heard *quantum meruit* since law school.

MlqWave6

1 That being said, my recollection -- and I could be
2 wrong and will look into this tonight -- is that's a cause of
3 action. You bring a cause of action against a client, and the
4 court considers the various factors that the defendant is
5 listing. It's not the case that you can just take it and not
6 tell the person and that you unilaterally decide what all
7 these, all these factors. So it is unclear how the defendant
8 could possibly put that before the jury, either mechanically,
9 as your Honor suggested, or substantively, in the sense that
10 it's -- assuming my recollection of the law is correct, which
11 maybe it is not, it's unclear how it could possibly be more
12 probative than prejudicial.

13 THE COURT: All right. I have heard of those terms
14 more recently than law school, perhaps an advantage or
15 disadvantage of my current job, but be that as it may, I think
16 there's another question whether there is a claim for *quantum*
17 *meruit* when there's a fee contract between counsel and the
18 client. My understanding, I think, is that *quantum meruit* is a
19 cause of action where, in essence, an attorney performs
20 services that are not covered by an agreement and seeks to
21 recover essentially for the value of those services in equity,
22 but I'm sure you'll be looking into that and also considering
23 whether an instruction on that is appropriate.

24 Mr. Avenatti, you should do the same.

25 MR. AVENATTI: Your Honor, could I make one comment in

MlqWave6

1 response to the point of the government?

2 THE COURT: Sure.

3 MR. AVENATTI: And as well as what your Honor just
4 said.

5 The government is going to argue in this case that the
6 fee agreement was an agreement to agree and that we never
7 agreed on a percentage and that, according to Ms. Daniels, I
8 then orally told her I didn't want any part of the book deal.
9 That's the government's case. We, I vehemently disagree with
10 that, but that's the government's position.

11 They have made rumblings about the fact that, under
12 California law, you have to have a written agreement with the
13 client in order to recover fees. That's only half the story.
14 Under California law, if you don't have a written agreement
15 with the client but you do work in connection with the matter,
16 you're entitled to *quantum meruit* in that context as well.

17 THE COURT: And do you have authority for the
18 proposition that in those circumstances you can simply keep
19 money without advising the client?

20 MR. AVENATTI: Your Honor, I'm happy to get you
21 authority for what I said. I understand your Honor's point. I
22 think it's somewhat of a rhetorical question.

23 THE COURT: It's not at all a rhetorical question.

24 MR. AVENATTI: Well, if you look at the case that I
25 handed up earlier, if I had a belief, a legitimate belief that

MlqWave6

1 I had a legitimate right to the money, I do not believe that I
2 could be convicted of what I've been charged with under the
3 authority of that case.

4 THE COURT: And I think that may well be right, but
5 I'm not sure how getting into the quality of your
6 representation with Ms. Daniels allows you to make that
7 argument. If you testified and you testify regarding your
8 belief that you were entitled to that money for that reason,
9 that's a different story.

10 But in any event, I think this is sufficient for me to
11 have a sense of the landscape here. I just in general terms
12 agree that within reasonable limits, noncumulative limits, Mr.
13 Avenatti should be entitled to inquire about other matters, the
14 quantity of matters that he was involved in on Ms. Daniels's
15 behalf. Subject to the remarks I made earlier, he can get into
16 the nature of them just to keep things straight and avoid
17 confusion, but I will sustain any objection if he asks -- or I
18 will sustain even if there is no objection if he asks anything
19 that delves into hot button, politically charged things and
20 there's not a good reason to do so.

21 With respect to quality, I'm not sure Ms. Daniels is
22 in a position to opine on the quality of the legal work. I
23 sincerely doubt she is, but I'll take that as it comes. And
24 again, if she's competent to testify on that and you ask a
25 nonobjectionable question and I conclude, after looking at the

MlqWave6

1 cases you've given me, that they're appropriate, then so be it.
2 Otherwise, I'll sustain an objection.

3 MR. AVENATTI: Your Honor, I would expect -- and I
4 hope I'm wrong, but I would expect Ms. Daniels to volunteer
5 information on direct or potentially on cross-examination
6 relating to the quality of my work. She's been very outspoken
7 about that publicly in many podcasts and social media posts,
8 and things of that nature.

9 THE COURT: Whatever she -- this courtroom is not a
10 podcast or a social media post.

11 MR. AVENATTI: I agree.

12 THE COURT: And the government, I'm sure, is going to
13 restrict itself to eliciting only relevant testimony, and I
14 doubt that they're going to get very far, if at all, into the
15 quality of your representation for the reasons I said.
16 Subject, perhaps, to the argument you're raising now, I don't
17 think this case is about whether you're a good lawyer or a bad
18 lawyer or represented her well or not. It's about whether you
19 stole her money.

20 Anything else you wish to say on this? I think we've
21 covered this ground enough.

22 MR. AVENATTI: On this particular issue within the
23 motion, no, your Honor.

24 THE COURT: All right. That's, I think, issue No. 3.
25 We'll take up issue No. 1, regarding Mr. Davidson.

MlqWave6

1 MR. AVENATTI: Your Honor, the government has opened
2 the door in this case by introducing the fee agreement with
3 Ms. Daniels as it relates to the reasonableness of that
4 agreement as well as Ms. Daniels's understanding of the
5 agreement.

6 THE COURT: The agreement with Mr. Davidson or with
7 you?

8 MR. AVENATTI: No. With me. And I'm going to tie it
9 to Mr. Davidson's agreement in a moment, your Honor.

10 The government introduced the fee agreement that I had
11 with Ms. Daniels. That puts Ms. Daniels's understanding of
12 attorney-client fee agreements directly at issue. The
13 understanding that she had at the time she entered into the
14 agreement with me, her knowledge and experience relating to
15 contracts she's had with her attorneys, what she understood
16 those contracts to require, and she has placed her
17 understanding of the attorney-client relationship generally and
18 the contractual relationships in particular -- the government
19 has put that directly at issue. And so I should be
20 permitted -- first of all, the attorney-client fee contract
21 between her and Mr. Davidson is no longer privileged because
22 there's a waiver in this case, and there was previously a
23 waiver relating to Mr. Davidson. So there's no privilege
24 issues associated with the agreement.

25 THE COURT: I don't think they've made a privilege

MlqWave6

1 argument here. It's a relevance argument.

2 MR. AVENATTI: So, the relevance, your Honor, is that
3 I should be permitted to get into with Ms. Daniels on
4 cross-examination her prior experience in contracting with
5 lawyers and her understanding of what those agreements
6 generally require and --

7 THE COURT: And what relevance does her understanding
8 of your agreement with her have here? In other words, I get
9 the argument you want to make -- that if you in good faith
10 generally believe that you're entitled to the money, that may
11 not be sufficient to convict you of defrauding her. But what
12 relevance does her belief of whether you were entitled to it or
13 not have?

14 MR. AVENATTI: Because I anticipate, your Honor, that
15 the government is going to elicit testimony from Ms. Daniels as
16 to her understanding of the fee agreement with me and what that
17 fee agreement provided for and did not provide for and what it
18 allowed in the way of costs and fees and what it did not allow
19 in the way of cost and fees. And if the government seeks to
20 elicit testimony from Ms. Daniels as to those areas, then I
21 have to be able to probe her knowledge and experience generally
22 relating to attorney-client fee contracts and what her
23 experience has been in that regard and what her understanding
24 has been at the time that she came to the table, if you will,
25 in February of 2018 and entered into this agreement with me.

MlqWave6

1 THE COURT: All right. I'm skeptical, but I guess my
2 inclination is to see what the government's direct is, whether
3 it opens the door to that, and then rule on any objections as
4 they come.

5 Mr. Sobelman, do you wish to say anything?

6 MR. SOBELMAN: Your Honor, we just don't understand
7 how a separate agreement with a separate attorney at a separate
8 time with different terms could possibly be relevant to this
9 case. If your Honor wants to reserve on it, you certainly have
10 the discretion to do that.

11 THE COURT: I think giving you my inclination that I
12 agree with you is sufficient at this point, and we'll take it
13 as it comes, if it comes up.

14 The second issue is Ms. Daniels's payment of back
15 taxes and spousal and child support payments to her ex-husband
16 or estranged husband.

17 Mr. Avenatti, any intention to go there?

18 MR. AVENATTI: Yes, your Honor, because it is a motive
19 to fabricate these accusations against me. It's a motive to
20 lie about me owing her this money. It's a motive to lie, it's
21 a motive for Ms. Daniels to lie about this alleged oral
22 agreement that we had, that there's no documentation for
23 whatsoever, after the written agreement was signed. Her
24 financial condition and the fact that she was in dire straits
25 in many ways is an absolute motive for her to fabricate what

MlqWave6

1 she has told the government and what I anticipate she's going
2 to tell this jury. And I'm allowed to get into it because it
3 goes directly to bias and motive to lie.

4 THE COURT: Mr. Sobelman, given the defense arguments
5 before trial about Mr. Avenatti's motive and financial
6 condition, but put that aside.

7 MR. SOBELMAN: I think it's nonsensical and it's
8 certainly precludable under 403 even if it were relevant under
9 401. It is an entire sideshow. Ms. Daniels is paying back
10 taxes pursuant to an agreement with the IRS that her accountant
11 brokered. She's making the payments regularly during this time
12 period. It has nothing to do with this case. How she spent
13 her lawfully earned money and the money that she did actually
14 receive from the book advance payments, unlike the ones that
15 were stolen, have nothing to do with this case.

16 THE COURT: And can I clarify; she ultimately received
17 the book payments, is that correct?

18 MR. AVENATTI: No. No, your Honor. She received book
19 payment 1 directly. Book payment 2 the defendant stole and
20 them, months later, repaid her through the Geragos loan. And
21 then book payment 3, he stole, never paid back. Book payment 4
22 she received directly after the termination of her relationship
23 with Mr. Avenatti.

24 THE COURT: All right. I thank you for clarifying
25 that.

MlqWave6

1 Mr. Avenatti.

2 MR. AVENATTI: Well, your Honor, we obviously moved
3 before trial to exclude certain financial information relating
4 to my position. The government opposed that, and the
5 government won, prevailed on the issue. The Court found that
6 my financial condition was relevant to my state of mind,
7 intent, and motive. And frankly, under the circumstances, in
8 light of this seminal witness --

9 THE COURT: Wait. Can I ask you a question? How does
10 the payment of back taxes and payment of spousal and child
11 support even support the argument of dire financial conditions?
12 If she's making the payments, it can be the opposite; it could
13 suggest the opposite, that she has money to make payments.

14 MR. AVENATTI: Because she was in substantial debt and
15 was desperate for money and --

16 THE COURT: You're not answering my question. If
17 she's making payments to the IRS and to her estranged husband
18 that she's obligated to make, how does that prove that she's in
19 financial straits?

20 MR. AVENATTI: Because the amount of debt goes into,
21 your Honor, an analysis as to what her financial condition is
22 and whether she's desperate enough where she wants to make
23 accusations against me in connection with this case in an
24 effort to get money in order to pay her debts.

25 THE COURT: All right.

MlqWave6

1 The motion is granted as to the payment of back taxes,
2 both spousal and child support, on 401 and 403 grounds. I'm
3 not saying that Mr. Avenatti won't be entitled to inquire about
4 her financial circumstances to the extent that it may or it
5 would support an argument that it gives her a motive to
6 fabricate her allegations, but within limits, and you are not
7 going to get into the particulars of the back taxes, spousal or
8 child support. You can develop a record without getting into
9 those. I find that they're more prejudicial than probative, so
10 the motion is granted as to that.

11 All right. I think that resolves the government's
12 motion.

13 Anything else to address on that?

14 MR. SOBELMAN: Not from the government, your Honor.

15 THE COURT: All right. Anything else beyond that?

16 MR. SOBELMAN: No, your Honor.

17 THE COURT: Mr. Avenatti, anything else on your end?

18 MR. AVENATTI: Three issues, briefly, your Honor.

19 First, is it acceptable to the Court if I submit a few
20 cases for your Honor to review along the lines of what we were
21 discussing earlier?

22 THE COURT: You can submit anything you want, Mr.
23 Avenatti. I will read it, so if you think it would be helpful
24 to me, you're welcome to. And if it wouldn't be helpful,
25 don't.

MlqWave6

1 MR. AVENATTI: OK.

2 The second issue, your Honor, is I want to avoid a
3 situation during the testimony of Ms. Daniels tomorrow where
4 Ms. Daniels does not answer my question and instead gives
5 answers well beyond my question or is combative. I don't have
6 any intent on being combative with Ms. Daniels. I'm not
7 predicting a problem, your Honor. I am just raising it now and
8 that it is my sincere belief that we can have a question,
9 answer to the question, question, answer to the question. That
10 is what I'm hoping for, and that is what I'm going to strive to
11 do tomorrow especially.

12 THE COURT: Good. I hope for the same, and I assure
13 you that if you do anything otherwise and act in any way that
14 is other than professional, then you will be cut off and you
15 will be told to sit down. So I expect you to behave as you
16 would if you were a trial lawyer trying his case and put aside
17 the fact that you have a history with Ms. Daniels and you're a
18 defendant in this case, and you are to act professionally and
19 in good faith and if you do that I will certainly enforce the
20 rules as to her as I do every other witness.

21 MR. AVENATTI: That's all I ask for, your Honor.

22 THE COURT: Good.

23 Third.

24 MR. AVENATTI: The third issue is, your Honor, I'd
25 like to ask that the Court allow Mr. Baum to address the Court

MlqWave6

1 as to the particular instruction that the Court gave during the
2 testimony of Mr. Macias.

3 THE COURT: Who is Mr. Bond?

4 MR. AVENATTI: Mr. Baum.

5 THE COURT: Oh, Baum. OK.

6 That request is denied.

7 MR. AVENATTI: OK. No problem.

8 THE COURT: You requested to represent yourself, and
9 you're representing yourself.

10 MR. AVENATTI: All right.

11 THE COURT: They're here to assist you, but they're
12 not going to address me. And if you have something to say, you
13 can say it.

14 MR. AVENATTI: Thank you, your Honor.

15 I would object to the instruction that the Court gave
16 to the jury relating to the fact that it is usual or
17 customary -- I forget the exact word that was used -- for
18 witnesses to bring lawyers to interviews with the government or
19 to enter into proffer agreements with the government.

20 THE COURT: I don't think I said anything about a
21 proffer agreement here. I think, and I'll look back at the
22 transcript, that all I said was that anyone is entitled to have
23 a lawyer and it's not unusual when being interviewed by the
24 government to bring a lawyer with you. I don't think that's a
25 controversial proposition or statement. And to the extent that

MlqWave6

1 you are insinuating that by bringing a lawyer to the meeting
2 with the government that reveals that Mr. Macias was somehow
3 worried about his own exposure, I think it was totally proper
4 to explain that to the jury. Tell me what I just said that is
5 inaccurate.

6 MR. AVENATTI: Your Honor, the government interviews
7 witnesses all the time, probably more often than not, without
8 lawyers present. And so to suggest to the jury that somehow it
9 is usual or more often than not customary to have a lawyer
10 present or demand a lawyer present during an interview, I don't
11 think is accurate, and I would request a curative instruction
12 to the jury.

13 THE COURT: All right. That request is denied.

14 I said, just so the record is clear, that anyone is
15 entitled to hire a lawyer and it's certainly not uncommon when
16 a witness is asked to meet with the government, with
17 prosecutors, that they may choose to bring a lawyer with them.
18 That is their right, and with that, you may proceed.

19 That is a totally accurate statement of the law and
20 facts. And again, I think it was relevant to correct any
21 misleading impression the jury may have had. Not uncommon does
22 not mean it is common, doesn't mean that it's more often than
23 not. It doesn't mean most. It doesn't mean anything along the
24 lines of what you just suggested. I don't think there's any
25 prejudice, and you made the record you made with Mr. Macias.

MlqWave6

1 So the request is denied.

2 I'll see you guys here by 9:00. Mr. Macias should be
3 ready to go so that we can start promptly when we get the jury.

4 With that, I wish you all a pleasant evening. Thank
5 you.

6 MR. PODOLSKY: Thank you, your Honor.

7 (Adjourned to January 27, 2022, at 9:00 a.m.)
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9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX OF EXAMINATION

Examination of:	Page
-----------------	------

JUDY REGNIER

Cross By Mr. Avenatti	563
---------------------------------	-----

Redirect By Mr. Sobelman	607.
------------------------------------	------

Recross By Mr. Avenatti	621
-----------------------------------	-----

JESSICA VOLCHKO

Direct By Mr. Sobelman	624
----------------------------------	-----

Cross By Mr. Avenatti	632
---------------------------------	-----

JEREMY ROSENMAN

Direct By Mr. Rohrbach	651
----------------------------------	-----

Cross By Mr. Avenatti	695
---------------------------------	-----

Redirect By Mr. Rohrbach	713
------------------------------------	-----

SEAN ERNESTO MACIAS

Direct By Mr. Podolsky	714
----------------------------------	-----

Cross By Mr. Avenatti	750
---------------------------------	-----

GOVERNMENT EXHIBITS

Exhibit No.	Received
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302H	619
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614	629
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101, 104, 105, 106	654
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701	655
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S3	672
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702	674
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604	739
---------------	-----

1	605	744
2	606	749

DEFENDANT EXHIBITS

4	Exhibit No.	Received
5	T	591
6	U	594
7	V	596
8	W	596
9	X	598
10	Y	599
11	Z	601
12	AA	603